

Exhibit A-6

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
WESTERN DIVISION

KIMBERLY AND JOHN STAPLES,)
Plaintiffs)

VS.) CIVIL ACTION

) NO. 7:18-cv-00160-LSC

H. WALKER ENTERPRISES, LLC,)
RENAISSANCE MAN FOOD SERVICES,)

LLC, AND SIMMONS PREPARED)
FOODS, INC.,)

Defendant)

ORAL DEPOSITION OF
HERSCHEL WALKER
PERSONALLY AND AS 30(b)(6) CORPORATE
REPRESENTATIVE OF H. WALKER ENTERPRISES, LLC
JANUARY 18, 2019

<p style="text-align: right;">Page 2</p> <p>1 ORAL DEPOSITION OF HERSCHEL WALKER, produced as</p> <p>2 a witness at the instance of the PLAINTIFFS, and duly</p> <p>3 sworn, was taken in the above-styled and numbered cause</p> <p>4 on the 18th day of January, 2019, from 9:02 a.m. to</p> <p>5 5:19 p.m., before Kathryn R. Baker, CSR, RPR, in and for</p> <p>6 the State of Texas, reported by machine shorthand, at the</p> <p>7 offices of Greenberg Traurig, 2200 Ross Avenue, Suite</p> <p>8 5200, in the City of Dallas, State of Texas, pursuant to</p> <p>9 the Federal Rules of Civil Procedure.</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 4</p> <p>1 INDEX</p> <p>2 Appearances. 2</p> <p>3 Stipulations 7</p> <p>4 HERSCHEL WALKER</p> <p>5 Examination by Mr. Simms . . . 7</p> <p>6 Signature and Changes. 286</p> <p>7 Reporter's Certification 288</p> <p>8</p> <p>9 EXHIBITS</p> <p>10 NO./DESCRIPTION PAGE</p> <p>11 Exhibit 1..... 9</p> <p>12 Limited Liability Company Agreement of</p> <p>13 H. Walker Enterprises, LLC, Dated as of:</p> <p>14 March 20, 2002</p> <p>15 RMFS 000335-369</p> <p>16 Exhibit 2..... 10</p> <p>17 Limited Liability Company Agreement of</p> <p>18 Walker Foods, LLC</p> <p>19 RMFS 000370-417</p> <p>20 Exhibit 3..... 18</p> <p>21 Consent Resolution of the Board of Managers</p> <p>22 of Walker Foods, LLC</p> <p>23 Simmons 000555-557</p> <p>24 ****CONFIDENTIAL****</p> <p>25 Exhibit 4..... 24</p> <p>June 12, 2008, Letter to Mr. John Staples</p> <p>Simmons 000065</p> <p>Exhibit 5..... 28</p> <p>February 20, 2009, Letter to Mr. John Staples</p> <p>Simmons 000098</p> <p>Exhibit 6..... 29</p> <p>March 6, 2009, Letter to Mr. John Staples</p> <p>Simmons 000080</p> <p>Exhibit 7..... 36</p> <p>Limited Liability Company Agreement of</p> <p>Renaissance Man Food Services, LLC, Dated</p> <p>as of: April 26, 2002</p> <p>RMFS 000418-451</p>
<p style="text-align: right;">Page 3</p> <p>1 A P P E A R A N C E S</p> <p>2 FOR THE PLAINTIFFS:</p> <p>Mr. Keri Donald Simms</p> <p>3 WEBSTER HENRY LAW FIRM, P.C.</p> <p>Two Perimeter Park South</p> <p>4 Suite 445 East</p> <p>Birmingham, Alabama 35243</p> <p>5 205-380-3480</p> <p>ksimms@websterhenry.com</p> <p>6</p> <p>7 FOR THE DEFENDANTS, H. WALKER ENTERPRISES, LLC, AND</p> <p>RENAISSANCE MAN FOOD SERVICES:</p> <p>8 Mr. Michael J. King</p> <p>GREENBERG TRAURIG, LLP</p> <p>9 Terminus 200</p> <p>3333 Piedmont Road NE</p> <p>10 Suite 2500</p> <p>Atlanta, Georgia 30305</p> <p>11 678-553-2100</p> <p>kingm@gtlaw.com</p> <p>12</p> <p>13 FOR THE DEFENDANT, SIMMONS PREPARED FOODS, INC.:</p> <p>Mr. Talley R. Parker</p> <p>14 Mr. Ethan Davis</p> <p>JACKSON LEWIS</p> <p>15 500 North Akard</p> <p>Suite 2500</p> <p>16 Dallas, Texas 75201</p> <p>talley.parker@jacksonlewis.com</p> <p>ethan.davis@jacksonlewis.com</p> <p>17</p> <p>18 ALSO PRESENT:</p> <p>19 Mr. John Staples</p> <p>Mrs. Kim Staples</p> <p>20 Mr. Michael Shin</p> <p>Ms. Julie Blanchard</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 5</p> <p>1 INDEX</p> <p>2 (CONTINUED)</p> <p>3 EXHIBITS</p> <p>4 NO./DESCRIPTION PAGE</p> <p>5 Exhibit 8..... 39</p> <p>6 Memorandum of Understanding</p> <p>7 Simmons 000244-257</p> <p>8 ****CONFIDENTIAL****</p> <p>9 Exhibit 9..... 68</p> <p>10 Inventory Agreement</p> <p>11 Simmons 000258-260</p> <p>12 ****CONFIDENTIAL****</p> <p>13 Exhibit 10..... 109</p> <p>14 September 30, 2016, E-mail with Attachment</p> <p>15 RMFS 000034-94</p> <p>16 Exhibit 11..... 152</p> <p>17 E-mail Chain</p> <p>18 Simmons 000126-128</p> <p>19 ****CONFIDENTIAL****</p> <p>20 Exhibit 12..... 155</p> <p>21 E-mail Chain</p> <p>22 Simmons 000124-125</p> <p>23 ****CONFIDENTIAL****</p> <p>24 Exhibit 13..... 157</p> <p>25 E-mail Chain</p> <p>RMFS 000257-260</p> <p>Exhibit 14..... 174</p> <p>October 31, 2017, E-mail</p> <p>RMFS 000303</p> <p>Exhibit 15..... 177</p> <p>E-mail Chain</p> <p>RMFS 000304-305</p> <p>Exhibit 16..... 181</p> <p>Photocopy of Check</p> <p>RMFS 000311</p> <p>Exhibit 17..... 182</p> <p>October 31, 2017, E-mail</p> <p>RMFS 000312</p> <p>Exhibit 18..... 188</p> <p>H. Walker Foods Sweet Southern Waffle</p> <p>23 Brochure</p> <p>RMFS 000325</p> <p>Exhibit 19..... 202</p> <p>December 21, 2017, E-mail with Attachment</p> <p>RMFS 000106-108</p>

<p style="text-align: right;">Page 6</p> <p>1 INDEX 2 (CONTINUED) 3 EXHIBITS 4 NO./DESCRIPTION PAGE 5 Exhibit 20..... 236 6 December 28, 2017, E-mail 7 RMFS 000118-119 8 Exhibit 21..... 260 9 E-mail Chain 10 RMFS 000111 11 Exhibit 22..... 269 12 E-mail Chain 13 Simmons 000167 14 ****CONFIDENTIAL**** 15 Exhibit 23..... 283 16 Membership Interest Purchase Agreement 17 RMFS 000096-105 18 19 REQUESTED DOCUMENTS/INFORMATION 20 (NONE) 21 22 CERTIFIED QUESTIONS 23 (NONE) 24 25</p>	<p style="text-align: right;">Page 8</p> <p>1 Any time you need to take a break, you tell 2 me, and we'll take a break. 3 A. Yes. 4 Q. Do you understand that today you're giving 5 testimony on behalf of yourself? 6 A. Yes. 7 Q. And on behalf of your business H. Walker 8 Enterprises, LLC? 9 A. Yes. 10 Q. And Renaissance Man Food Services, LLC? 11 A. Yes. 12 Q. What I'll try to do is, if I'm asking you 13 something that pertains to you individually -- 14 A. Yes. 15 Q. -- I'll try to ask it that way. Otherwise, I'll 16 try to also make a distinction and ask you, and you'll be 17 testifying on behalf of the two companies, H. Walker 18 Enterprises or Renaissance Man. 19 Is that okay with you? 20 A. Yes, sir. 21 MR. KING: Keri, I don't think that there's 22 a notice for 30(b)(6) of Renaissance Man. 23 MR. SIMMS: It was just H. Walker? 24 MR. KING: But I'm happy for it to be 25 covered by both as long as we're talking about the same</p>
<p style="text-align: right;">Page 7</p> <p>1 PROCEEDINGS 2 THE REPORTER: Any agreements for the 3 record? 4 MR. KING: No. 5 MR. SIMMS: No. 6 HERSCHEL WALKER, 7 having been first duly sworn, testified as follows: 8 EXAMINATION 9 BY MR. SIMMS: 10 Q. State your full name for the record, please, 11 sir. 12 A. Herschel Junior Walker. 13 Q. Mr. Walker, my name is Keri Simms. We met on 14 some prior occasions. And I'm here today to take your 15 deposition. 16 Have you ever given a deposition before? 17 A. No. 18 Q. All right. This is your first time? 19 A. Yes. 20 Q. At any time you don't hear me or understand the 21 question, you tell me. I'll try to speak louder. I don't 22 want to yell at you, but I'll try to speak louder. 23 A. Okay. 24 Q. If you don't understand a question, tell me. 25 I'll try to ask it so that you understand it.</p>	<p style="text-align: right;">Page 9</p> <p>1 list of items that's attached. 2 MR. SIMMS: That's fine. 3 Anything else? 4 MR. KING: No. 5 MR. SIMMS: Okay. 6 Q. (BY MR. SIMMS) Exhibit 1 appears to be the 7 creation or formation document that concerns H. Walker 8 Enterprises, LLC. 9 Have you ever seen this before? 10 (Exhibit 1 marked.) 11 MR. KING: RMFS 335. 12 A. (Witness reviews document.) 13 I hate to look through all the pages, 14 but... 15 Q. (BY MR. SIMMS) Well, let me ask you this -- 16 A. Yes. 17 Q. -- do you know when H. Walker Enterprises, LLC, 18 was formed? It says March 20th, 2002. 19 A. Yes, that's around the time. 20 Q. All right. And if you look at the page -- I'm 21 going to refer down to the bottom, the bottom numbers, 22 RMFS document 366 and 367. 23 A. (Witness reviews document.) 24 Okay. 25 Q. On RMFS 367, which is page 32 of the document --</p>

<p style="text-align: right;">Page 10</p> <p>1 A. Yes.</p> <p>2 Q. -- it indicates that you own 100 percent of</p> <p>3 H. Walker Enterprises, LLC.</p> <p>4 Do you see that?</p> <p>5 A. Yes, sir.</p> <p>6 Q. Has that been true since 2002 up until today</p> <p>7 that you own 100 percent of that LLC?</p> <p>8 A. Yes, sir.</p> <p>9 Q. Other than yourself as a member, are there any</p> <p>10 other members of the LLC, to your knowledge?</p> <p>11 A. No, sir.</p> <p>12 Q. Okay. You're the only one?</p> <p>13 A. Yes, sir.</p> <p>14 Q. And you've always been the only one since the</p> <p>15 formation of the LLC on March 20th, 2002, up until today?</p> <p>16 A. Yes, sir.</p> <p>17 (Exhibit 2 marked.)</p> <p>18 Q. (BY MR. SIMMS) All right. I'm going to show</p> <p>19 you what is RMFS 370 through 557.</p> <p>20 THE WITNESS: You want to tell me what it</p> <p>21 is?</p> <p>22 MR. KING: Just wait on the question.</p> <p>23 THE WITNESS: Okay.</p> <p>24 A. Is there a certain page you want me to look at</p> <p>25 or look at it all?</p>	<p style="text-align: right;">Page 12</p> <p>1 2007.</p> <p>2 Is that your recollection as to when that</p> <p>3 entity, Walker Foods, LLC, was formed?</p> <p>4 A. Yes, it was about that time.</p> <p>5 Q. Okay. And if we go to page 42 of the document</p> <p>6 or RMFS 411.</p> <p>7 A. (Witness complies.)</p> <p>8 Okay.</p> <p>9 Q. It sets forth there -- and I wanted to ask you</p> <p>10 some questions about this.</p> <p>11 A. Okay.</p> <p>12 Q. It has members, and the first one is H. Walker</p> <p>13 Enterprises, LLC.</p> <p>14 Do you see that?</p> <p>15 A. Yes, sir.</p> <p>16 Q. So H. Walker Enterprises was a member of Walker</p> <p>17 Foods, LLC; is that your understanding?</p> <p>18 A. No. H. Walker Enterprises owns H. Walker;</p> <p>19 H. Walker Enterprises, it was a member of -- say that</p> <p>20 again.</p> <p>21 Q. Okay. The first document I gave you today was</p> <p>22 the creation of H. Walker Enterprises, LLC.</p> <p>23 A. Right.</p> <p>24 Q. Okay. And now this document deals with Walker</p> <p>25 Foods, LLC.</p>
<p style="text-align: right;">Page 11</p> <p>1 Q. (BY MR. SIMMS) You can start with the</p> <p>2 beginning page. I'm representing to you that that's a</p> <p>3 document that deals with the creation of an LLC called</p> <p>4 Walker Foods.</p> <p>5 A. Okay.</p> <p>6 (Witness reviews document.)</p> <p>7 Yes.</p> <p>8 Q. All right. If you would -- page 370, which is</p> <p>9 down at the bottom under RMFS, if you could go to that</p> <p>10 page.</p> <p>11 A. 37?</p> <p>12 Q. 370 at the bottom. It will be the second -- I</p> <p>13 think it's the second page from where you're looking at</p> <p>14 right now.</p> <p>15 MR. KING: First page.</p> <p>16 Q. (BY MR. SIMMS) First page, but go to -- it's</p> <p>17 370 to -- did it not have a 369 on it?</p> <p>18 A. (Indicating.)</p> <p>19 Q. Okay. I'm sorry; my bad. I had an extra page</p> <p>20 here.</p> <p>21 A. You want to give me that?</p> <p>22 Q. I don't think we need to talk about it.</p> <p>23 A. Okay.</p> <p>24 Q. At the top, it indicates that this agreement of</p> <p>25 Walker Foods, LLC, was entered into on September 1st,</p>	<p style="text-align: right;">Page 13</p> <p>1 A. Foods, LLC, right.</p> <p>2 Q. And according to page 42, or RMFS 411, there</p> <p>3 appear to be three members.</p> <p>4 A. Right.</p> <p>5 Q. The first member appears to be H. Walker</p> <p>6 Enterprises, LLC; is that correct?</p> <p>7 A. Right.</p> <p>8 Q. The second member appears to be Simmons Prepared</p> <p>9 Foods, Inc.; is that correct?</p> <p>10 A. Right.</p> <p>11 Q. And the third was a gentleman by the name of</p> <p>12 Mike Rogers?</p> <p>13 A. Right.</p> <p>14 Q. Okay. And then if you go to the next page,</p> <p>15 which is RMFS 412.</p> <p>16 A. (Witness complies.)</p> <p>17 Okay.</p> <p>18 Q. It indicates that H. Walker Enterprises --</p> <p>19 A. Right.</p> <p>20 Q. -- owned 51 percent --</p> <p>21 A. Right.</p> <p>22 Q. -- of Walker Foods, LLC?</p> <p>23 A. Right.</p> <p>24 Q. And Simmons Prepared Foods owned 39 percent?</p> <p>25 A. Right.</p>

<p style="text-align: right;">Page 14</p> <p>1 Q. Okay. And Michael Rogers owned 10 percent?</p> <p>2 A. Yes, sir.</p> <p>3 Q. Okay. What was the -- why was Walker Foods,</p> <p>4 LLC, formed in September of 2007?</p> <p>5 A. Because that was a entity that was formed that</p> <p>6 Mike Rogers could have a piece of it. I owned H. Walker</p> <p>7 Enterprises 100 percent, so no one was ever going to get a</p> <p>8 piece of that because that's boiled down to a lot of other</p> <p>9 things rather than just food. So I do a lot more than</p> <p>10 just food stuff.</p> <p>11 So if I made him a part of H. Walker</p> <p>12 Enterprises, that meant he would have had a piece of that,</p> <p>13 so that's why the food thing was created, because it dealt</p> <p>14 with what Mike Rogers and Simmons was going to be doing in</p> <p>15 the entity.</p> <p>16 Q. What was Simmons and Mike Rogers going to be</p> <p>17 doing?</p> <p>18 A. Doing the food service side of the company that</p> <p>19 I started.</p> <p>20 Q. Okay. What company was that?</p> <p>21 A. Which is now Renaissance Man, which is a food</p> <p>22 service company.</p> <p>23 Q. Okay. I have read through Exhibit 2, which is</p> <p>24 the formation documents concerning Walker Foods, and I did</p> <p>25 not see reference to Renaissance Man.</p>	<p style="text-align: right;">Page 16</p> <p>1 Q. And I'm sorry; let me try to finish.</p> <p>2 A. Okay.</p> <p>3 Q. I'm from Alabama, and I may have some pauses</p> <p>4 along the way.</p> <p>5 A. That's cool.</p> <p>6 Q. So if you want to, let me finish, and then you</p> <p>7 can answer. It will probably help you and me and</p> <p>8 everybody out.</p> <p>9 A. Okay.</p> <p>10 Q. I'm not telling you what to do, but I'm sure</p> <p>11 that's what Mr. King would want you to do as well.</p> <p>12 What I'm trying to find out is: Did</p> <p>13 Mr. Rogers -- whatever he did for Walker Foods, did he do</p> <p>14 it out of some office location in Arkansas at some point</p> <p>15 in time?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. And where was that located?</p> <p>18 A. I'm not sure.</p> <p>19 Q. All right. What role was Mr. Rogers performing</p> <p>20 for Walker Foods?</p> <p>21 A. He was going to be general manager.</p> <p>22 Q. Okay. And what was Simmons Prepared Foods; what</p> <p>23 was its role in this LLC Walker Foods?</p> <p>24 A. They were manufacturing the product that we were</p> <p>25 going to sell.</p>
<p style="text-align: right;">Page 15</p> <p>1 A. You may not, but that's what it was.</p> <p>2 Q. Okay. If you would go to page 379, which is</p> <p>3 page 10 of Document 2.</p> <p>4 A. (Witness complies.)</p> <p>5 Okay.</p> <p>6 Q. With respect to Walker Foods, LLC --</p> <p>7 A. Okay.</p> <p>8 Q. -- it talks about it having a principal office</p> <p>9 location, but it doesn't say where.</p> <p>10 And my question to you is: Where was the</p> <p>11 office of Walker Foods, LLC, located?</p> <p>12 A. At that time, it was in Savannah, Georgia.</p> <p>13 Q. Did it move to some other location at some point</p> <p>14 in time?</p> <p>15 A. Some of the back office stuff moved when we</p> <p>16 moved it to Simmons, but it was started in Savannah,</p> <p>17 Georgia.</p> <p>18 Q. Okay. Did Mike Rogers have a separate office</p> <p>19 location in Arkansas somewhere?</p> <p>20 A. Yes, he did.</p> <p>21 Q. Where was that located?</p> <p>22 A. Oh, I'm not sure. I'm not sure where he's at.</p> <p>23 Q. Was Mr. Rogers, with respect to Walker Foods,</p> <p>24 was he operating Walker Foods at that location?</p> <p>25 A. He was -- yeah.</p>	<p style="text-align: right;">Page 17</p> <p>1 Q. And what were those products?</p> <p>2 A. Chicken products from -- any chicken product</p> <p>3 sold. They were going to give H. Walker Enterprises or</p> <p>4 Renaissance Man the product to become a fully integrated</p> <p>5 food company like most of your big poultry companies out</p> <p>6 there.</p> <p>7 Q. All right.</p> <p>8 A. Because they didn't have a food service arm, so</p> <p>9 I was going to be the food service arm for them because I</p> <p>10 already had clients.</p> <p>11 Q. All right. And under this agreement, which is</p> <p>12 Exhibit 2, which is the Walker Foods, LLC, corporate</p> <p>13 documents, did H. Walker Enterprises acquire ownership</p> <p>14 interest in the production facilities of Simmons Prepared</p> <p>15 Foods?</p> <p>16 A. No.</p> <p>17 Q. Okay. At some point, did the operations of</p> <p>18 Walker Foods, LLC, cease or end?</p> <p>19 A. Oh, yes. Yes.</p> <p>20 Q. When was that, Mr. Walker?</p> <p>21 A. Sometime in 2009, I thought.</p> <p>22 Q. Okay.</p> <p>23 A. I assume. I'm not sure.</p> <p>24 Q. All right. May I see Document 2 back? I may</p> <p>25 have added something to that that may need to be</p>

<p style="text-align: right;">Page 18</p> <p>1 separated.</p> <p>2 A. (Witness hands attorney document.)</p> <p>3 MR. SIMMS: I did; sorry about that. I</p> <p>4 removed RMFS 555. It got accidentally stapled to it, and</p> <p>5 556 and 557.</p> <p>6 (Exhibit 3 marked.)</p> <p>7 Q. (BY MR. SIMMS) Exhibit 3.</p> <p>8 MR. KING: Simmons 555.</p> <p>9 A. Okay.</p> <p>10 Q. (BY MR. SIMMS) This appears -- have you seen</p> <p>11 this document?</p> <p>12 A. A long time ago, I have.</p> <p>13 Q. It appears to be a resolution of the board of</p> <p>14 managers of Walker Foods, LLC. If you look at page 3,</p> <p>15 which is 557, RMFS 557?</p> <p>16 A. (Witness complies.)</p> <p>17 Yes.</p> <p>18 Q. Is that your signature?</p> <p>19 A. Yes.</p> <p>20 Q. And it's got David Jackson.</p> <p>21 Do you recognize that as Mr. Jackson's</p> <p>22 signature?</p> <p>23 A. I wouldn't know what his signature looked like.</p> <p>24 Q. I gotcha.</p> <p>25 And Michael Jones.</p>	<p style="text-align: right;">Page 20</p> <p>1 A. Mike Rogers wasn't involved that long.</p> <p>2 Q. How long was he involved?</p> <p>3 A. That, I couldn't be able to tell you. But he</p> <p>4 did some unsavory things, as well. So I'm not sure how</p> <p>5 long he was involved, but he wasn't involved that long.</p> <p>6 Q. What unsavory things was he doing?</p> <p>7 A. Well, sort of like what we're here fighting</p> <p>8 about with your client, and also he had affairs that I</p> <p>9 have e-mails from some women who wrote that he was having</p> <p>10 affairs and stuff and so -- things like that, I don't put</p> <p>11 up with. So he had to go as well.</p> <p>12 Q. Okay. All right. Did him going have anything</p> <p>13 to do with the profitability of the venture of Walker</p> <p>14 Foods, LLC?</p> <p>15 A. Profitability?</p> <p>16 Q. Yeah.</p> <p>17 A. Explain to me, sir.</p> <p>18 Q. Well, it's my understanding that H. Walker</p> <p>19 Enterprises and Simmons Prepared Foods and Mike Rogers</p> <p>20 entered into an agreement to sell some food products that</p> <p>21 Simmons was producing.</p> <p>22 A. Right. But I was selling before we entered into</p> <p>23 it, so it was already going.</p> <p>24 Q. But as far as that entity, the Walker Foods --</p> <p>25 A. I brought my entity into it, so it was -- I</p>
<p style="text-align: right;">Page 19</p> <p>1 A. I don't know what it looked like.</p> <p>2 Q. Who is Michael Jones?</p> <p>3 A. At that time, he was like one of the top guys at</p> <p>4 Simmons. I think Mike Jones was one of the top guys at</p> <p>5 Simmons. I'm not sure what position he held at that time.</p> <p>6 Q. Was he at Simmons, Inc., or Simmons Prepared</p> <p>7 Foods?</p> <p>8 A. I wouldn't be able to tell you that.</p> <p>9 Q. All right. Looking at page 3, it looks like the</p> <p>10 resolution is dated April something 2009, but there's not</p> <p>11 a day of the week filled in the blank.</p> <p>12 Do you see that?</p> <p>13 A. Yes.</p> <p>14 Q. Is it your recollection that this document is</p> <p>15 executed in April of 2009?</p> <p>16 A. It could have been. Like I said, 2009 is nine</p> <p>17 years ago. I don't remember yesterday.</p> <p>18 Q. Yes, sir. I gotcha.</p> <p>19 Do you have any reason to believe that this</p> <p>20 document was not executed in April of 2009?</p> <p>21 A. No.</p> <p>22 Q. So would it be fair for me to believe that</p> <p>23 Walker Foods, LLC, was operational, with respect to</p> <p>24 Mr. Mike Rogers being involved, for about two years or</p> <p>25 less than two years?</p>	<p style="text-align: right;">Page 21</p> <p>1 brought items into that entity. So Mike just came in as a</p> <p>2 general manager. I needed a general manager. And we</p> <p>3 thought -- well, he was introduced to me by John, and so</p> <p>4 he came in because of that. Everyone said I needed a</p> <p>5 general manager. And I brought that -- what I had into</p> <p>6 this entity, and Simmons gave me an opportunity at that</p> <p>7 time that I can expand and become like a food service arm</p> <p>8 where I can compete with the "big boys," as I called it,</p> <p>9 the Tysons, the Purdues, the Pilgrims, and all those guys.</p> <p>10 So that's what Simmons gave me an opportunity to do there.</p> <p>11 Q. What I'm getting to is, was -- do you know how</p> <p>12 much -- let me ask you this: Was the Walker Foods, LLC,</p> <p>13 entity's operations, as managed by Mike Rogers, was it</p> <p>14 successful?</p> <p>15 A. To me, it was.</p> <p>16 Q. Okay.</p> <p>17 A. I think any time you make money, it's</p> <p>18 successful. And we were making money before I entered</p> <p>19 into it. But it's a point of how much you're making.</p> <p>20 Some people say it's a lot, but I always say it was fine</p> <p>21 what I was doing. So it's caught on what you consider</p> <p>22 successful is.</p> <p>23 Q. Let's get back to Exhibit 3 here.</p> <p>24 This resolution, did you have discussions</p> <p>25 with representatives of Simmons and/or Simmons Prepared</p>

<p style="text-align: right;">Page 22</p> <p>1 Foods that led up to this resolution?</p> <p>2 A. That, I can't recall. I couldn't recall.</p> <p>3 Q. All right. And if you --</p> <p>4 A. Like I say, it was 2009.</p> <p>5 Q. Mr. Rogers was being terminated, right?</p> <p>6 A. Here (indicating)?</p> <p>7 Q. Yes, sir, in this resolution.</p> <p>8 A. Yes. Oh, no, he -- yes.</p> <p>9 Q. Okay. And under the paragraph on the first</p> <p>10 page, which is Simmons 555, the board authorized</p> <p>11 John Staples as an employee of Simmons to act as general</p> <p>12 manager of the company --</p> <p>13 A. Right.</p> <p>14 Q. -- on an at-will basis and subject to discretion</p> <p>15 of the board as general manager of the company, and he</p> <p>16 shall report to the company's chief executive officer and</p> <p>17 the board.</p> <p>18 Did Mr. Staples ever become the general</p> <p>19 manager of Walker Foods, LLC?</p> <p>20 A. No.</p> <p>21 Q. Okay. Now, did you have a role in recruiting</p> <p>22 Mr. Staples?</p> <p>23 A. Yes, sir.</p> <p>24 Q. All right. Did you have a role in preparing</p> <p>25 offers of employment that Simmons Prepared Foods had made</p>	<p style="text-align: right;">Page 24</p> <p>1 A. He was to going to be --</p> <p>2 Q. -- what Mr. Staples was going to be doing?</p> <p>3 A. Oh, he was going to become the general manager</p> <p>4 of the food service entity, whatever it was, because at</p> <p>5 that time, Mr. Staples was one of the ones that went and</p> <p>6 said that Walker Foods has a bad reputation because of</p> <p>7 what Mike Rogers did. And the way he was -- sort of like</p> <p>8 what I said with your client, was taking -- doing these</p> <p>9 sort of like, you pay me a fee, we'll sell your food. And</p> <p>10 he thought it was a bad reputation. So he decided that we</p> <p>11 needed to change from Walker Foods, and so that's why</p> <p>12 Walker Foods, the company itself, went away.</p> <p>13 (Exhibit 4 marked.)</p> <p>14 Q. (BY MR. SIMMS) Exhibit 4 is a Simmons-produced</p> <p>15 document, Simmons 65.</p> <p>16 MR. KING: 65.</p> <p>17 A. Yes, sir.</p> <p>18 Q. (BY MR. SIMMS) Have you ever seen that</p> <p>19 document until this lawsuit, Mr. Walker?</p> <p>20 A. (Witness reviews document.)</p> <p>21 No, sir, I have never seen it.</p> <p>22 Q. And I think you've indicated that neither you</p> <p>23 personally, nor anyone, to your knowledge, on behalf of</p> <p>24 H. Walker Enterprises or Renaissance Man Food Services</p> <p>25 played any role in the offer that's memorialized in this</p>
<p style="text-align: right;">Page 23</p> <p>1 to Mr. Staples?</p> <p>2 A. No, sir.</p> <p>3 Q. Okay. And my question to you is: If</p> <p>4 Mr. Staples -- excuse me -- Mr. Staples was to become the</p> <p>5 general manager of Walker Foods, LLC, and replace</p> <p>6 Mike Rogers, how come you did not play a role in making</p> <p>7 those employment offers that Simmons made to -- let me</p> <p>8 finish my question -- Simmons made to Mr. Staples?</p> <p>9 A. I didn't need to.</p> <p>10 Q. Why not?</p> <p>11 A. Because Simmons had experience in doing the</p> <p>12 offers, whereas I didn't have that experience. John</p> <p>13 wanted to come from Virginia. He hated Virginia. He was</p> <p>14 a friend at that time. He hated Virginia, wanted to get</p> <p>15 out of Virginia, so I brought him to Simmons. And he went</p> <p>16 and started doing negotiation with Simmons. And I didn't</p> <p>17 need to play a role; that wasn't my forte. Sort of like</p> <p>18 I'm a running back. You have quarterbacks, you have</p> <p>19 running backs, you have different people that play a role,</p> <p>20 and that wasn't my role.</p> <p>21 Q. Was it your understanding that initially</p> <p>22 Mr. Staples was to replace Mike Rogers and become the</p> <p>23 general manager of Walker Foods, LLC?</p> <p>24 A. No, sir.</p> <p>25 Q. What was your understanding --</p>	<p style="text-align: right;">Page 25</p> <p>1 document that Simmons Prepared Foods made to Mr. Staples;</p> <p>2 is that correct?</p> <p>3 A. That's correct.</p> <p>4 Q. All right. Now, this document is dated</p> <p>5 June 12th, 2008.</p> <p>6 A. Okay.</p> <p>7 Q. All right. At that time, had there been a</p> <p>8 problem with Mike Rogers prior to June 12th, 2008?</p> <p>9 A. Yes, sir.</p> <p>10 Q. Okay. And had there been discussions between</p> <p>11 H. Walker Enterprises, Simmons Foods and/or Simmons</p> <p>12 Prepared Foods about replacing Mr. Rogers with Mr. Staples</p> <p>13 prior to June 12th, 2008?</p> <p>14 A. Yes, sir. Well, I don't know whether it was</p> <p>15 going to replace him with John or who we were going to</p> <p>16 replace him with, but it was get rid of Mike Rogers.</p> <p>17 Q. All right.</p> <p>18 A. But at that time, I don't know whether it was</p> <p>19 going to be John or whoever. I'm not sure when John</p> <p>20 started telling me he hated Virginia. I'm not sure when</p> <p>21 that time was.</p> <p>22 Q. Let's go through Exhibit 4 here, if we could.</p> <p>23 This document is dated June 12th, 2008, and</p> <p>24 it appears that Simmons Foods is making an offer of</p> <p>25 employment to Mr. Staples.</p>

<p style="text-align: right;">Page 26</p> <p>1 A. Uh-huh.</p> <p>2 Q. Is that correct?</p> <p>3 A. Yes, sir.</p> <p>4 Q. And the position that they're hiring him is</p> <p>5 Director of Distribution Sales-Food Services?</p> <p>6 A. Yes, sir.</p> <p>7 Q. To your knowledge, did Simmons Prepared Foods</p> <p>8 have a director of distribution sales-food service prior</p> <p>9 to Mr. Staples?</p> <p>10 A. No, I don't think they did, because that was one</p> <p>11 reason my company came in. They didn't have the success</p> <p>12 at food service. I was bringing that food service arm in.</p> <p>13 That's the reason they hired John is to run the food</p> <p>14 service side because I was the one who thought John could</p> <p>15 run the food service side. They didn't know who -- I</p> <p>16 don't know if they knew John Staples, but they didn't know</p> <p>17 John. I'm the one that introduced John Staples to</p> <p>18 Simmons.</p> <p>19 Q. Okay. Do you have knowledge, either personally</p> <p>20 or on behalf of H. Walker Enterprises or Renaissance Man</p> <p>21 Food Services, of communications or discussions between</p> <p>22 anyone at Simmons Prepared Foods and Mr. Staples that led</p> <p>23 up to the creation and this offer that was made on</p> <p>24 June 12th, 2008?</p> <p>25 A. No, sir.</p>	<p style="text-align: right;">Page 28</p> <p>1 Enterprises or Renaissance Man have knowledge whether or</p> <p>2 not this particular offer of employment that was made to</p> <p>3 Mr. Staples in June of 2008 was accepted or not accepted?</p> <p>4 A. No, sir, I don't.</p> <p>5 (Exhibit 5 marked.)</p> <p>6 Q. (BY MR. SIMMS) Let me show you Exhibit 5.</p> <p>7 This is Simmons 98.</p> <p>8 A. All right.</p> <p>9 (Witness reviews document.)</p> <p>10 Okay.</p> <p>11 Q. (BY MR. SIMMS) Have you seen that document</p> <p>12 before this lawsuit?</p> <p>13 A. No, sir.</p> <p>14 Q. Did you or -- either personally or on behalf of</p> <p>15 H. Walker Enterprises or Renaissance Man Food Services</p> <p>16 play any role in the offer that's shown in Exhibit</p> <p>17 Number 5?</p> <p>18 A. No, sir.</p> <p>19 Q. You had an opportunity to look at Exhibit 5?</p> <p>20 A. Yes, sir.</p> <p>21 Q. Played no role with respect to Exhibit 5?</p> <p>22 A. No, sir.</p> <p>23 Q. Have any discussions with Mr. Staples or anyone</p> <p>24 at Simmons Prepared Foods with respect to or leading up to</p> <p>25 exhibit -- the creation of Exhibit 5?</p>
<p style="text-align: right;">Page 27</p> <p>1 Q. Okay. So sounds like to me that you may have</p> <p>2 introduced Mr. Staples to Simmons, but you didn't play any</p> <p>3 more role in their negotiations about employment?</p> <p>4 A. The only thing that -- the role that I played is</p> <p>5 John wanted insurance. And I didn't have insurance</p> <p>6 because we had a small company. So the only role that I</p> <p>7 played is he got to negotiate the thing with Simmons</p> <p>8 because they were going to cover his insurance, and they</p> <p>9 knew about what a general manager or whatever this</p> <p>10 position he was going to have, what it would be because I</p> <p>11 had no idea what you pay someone at that price. So they</p> <p>12 had more expertise at that than I did.</p> <p>13 So sort of like they have more expertise at</p> <p>14 manufacturing chicken than I do, so that's the role</p> <p>15 they're going to play; but I can sell, so that's the role</p> <p>16 I played.</p> <p>17 Q. All right. Did you play any role in Item 2</p> <p>18 regarding the compensation for Mr. Staples in this offer?</p> <p>19 A. No, sir.</p> <p>20 Q. All right. And did you play any role in</p> <p>21 Mr. Staples participating in the Simmons profit sharing</p> <p>22 plan?</p> <p>23 A. No, sir.</p> <p>24 Q. All right. And -- all right.</p> <p>25 Do you have knowledge, or does H. Walker</p>	<p style="text-align: right;">Page 29</p> <p>1 A. No, sir.</p> <p>2 Q. Assume for me that the offer in Exhibit 5,</p> <p>3 compared to the offer that was in Exhibit 4, had been</p> <p>4 changed.</p> <p>5 Did you play any role in making any of the</p> <p>6 changes?</p> <p>7 A. No, sir.</p> <p>8 Q. Do you know specifically the date and time that</p> <p>9 Mike Rogers left his role at Walker Foods?</p> <p>10 A. No, sir.</p> <p>11 Q. Was he still at Walker Foods on February 20th,</p> <p>12 2009?</p> <p>13 A. I have no idea. I know he wasn't work -- he</p> <p>14 wasn't doing too much for me because I couldn't trust him</p> <p>15 to save my life.</p> <p>16 Q. Okay.</p> <p>17 (Exhibit 6 marked.)</p> <p>18 Q. (BY MR. SIMMS) Exhibit 6 is Simmons 80.</p> <p>19 A. (Witness reviews document.)</p> <p>20 Okay.</p> <p>21 Q. Did you have any involvement in the creation of</p> <p>22 the offer that's embodied in Exhibit 6, which is</p> <p>23 Simmons 80?</p> <p>24 A. No, sir.</p> <p>25 Q. Okay. Now, it appears to me that the bonus that</p>

<p style="text-align: right;">Page 30</p> <p>1 had been contained in Exhibits 4 and 5 and Exhibit 6 has 2 been changed, and it talks about -- it goes from 3 participation of Mr. Staples in the Simmons Prepared Foods 4 pool or plan, to 5 percent of Walker's net income up to 5 50 percent of Mr. Staples' salary when he moves to Walker 6 Foods. 7 A. Yes, sir. 8 Q. Did you have any discussions with anyone at 9 Simmons Prepared Foods about that change? 10 A. No, sir. 11 Q. And did you have any discussion with Mr. Staples 12 about that? 13 A. No, sir. 14 Q. And would it be fair to say that Mr. Staples 15 never became an employee of Walker Foods, LLC? 16 A. That, like I say, I have no idea. When I left 17 John, all I knew, he was going to be working for -- coming 18 back to Arkansas, working for me. Whether these contract 19 things was going to be worked out by Simmons, I had no 20 clue of what they were doing. So Walker Foods, 21 Renaissance Man, or whoever, I just knew he was going to 22 be working for me. 23 Q. Was going to be performing what role for you? 24 A. Well, there's general manager, head of 25 distribution, or working in the food service side, is what</p>	<p style="text-align: right;">Page 32</p> <p>1 of these papers here, but he was negotiating a deal with 2 someone that Mike Rogers had taken like \$25,000 a month -- 3 it may have -- I'm not sure of the amount. I'm not sure 4 whether he was working for who at that time. So that's 5 why I say that's so long ago. I don't know what time is 6 what. 7 Q. What I'm trying to find out today is, to your 8 knowledge -- I know you're having to go back to 2009, but 9 did Mr. Staples ever manage Walker Foods, LLC? 10 A. To my knowledge, I don't know. 11 Q. You don't know? 12 A. Yeah, I don't know. That's what I'm saying. 13 Q. All right. 14 A. Like I say, it could have been, could not have 15 been. I don't know. 16 Q. Okay. 17 A. But if he did, it was a short period of time. 18 Q. All right. Let's go back to the resolution 19 document. 20 MR. KING: Simmons 555? 21 MR. SIMMS: Yeah, starts with 555. What 22 number was that? 23 MR. KING: Exhibit 3. 24 MR. SIMMS: All right. 25 Q. (BY MR. SIMMS) Page 2, it says that, The board</p>
<p style="text-align: right;">Page 31</p> <p>1 I -- what my business was. 2 Q. Was he going to be working for H. Walker 3 Enterprises -- 4 A. No. 5 Q. -- or Renaissance Man? 6 A. It was Renaissance -- whatever was going to be 7 Renaissance Man at that time. 8 Q. Okay. As far as you know, Mr. Staples never 9 went to work for Walker Foods, LLC? 10 A. As far as I know. I'm not sure. Like I said, I 11 know John was one of the people that wanted to change 12 Walker Foods because he said it had a terrible name 13 because of what Mike Rogers did. So that's all I know. 14 And Renaissance Man came out. 15 Q. All right. And did Mr. Staples ever act as 16 general manager for Walker Foods, LLC, to your knowledge? 17 A. To my knowledge -- there's an e-text -- there's 18 an e-mail where John -- let me think. I don't 19 know whether it was John or -- but I don't know what -- I 20 don't know -- one of the things I always say is I don't 21 believe in titles. I never have. And that's why I said 22 wherever John would work, I thought he was just working. 23 But there's an e-mail where John was 24 negotiating a deal where Mike Rogers had taken money from 25 a company. And I'm not sure whether John has signed any</p>	<p style="text-align: right;">Page 33</p> <p>1 authorizes the company, and I'm guessing Walker Foods, 2 LLC, as soon as practical, to cease using office space at 3 124 West Meadow, Fayetteville, Arkansas. 4 Do you see that? 5 A. Yes. 6 Q. Was that Mr. Mike Rogers' office? 7 A. It could have been. Like I said, I don't know. 8 Q. And to move the administrative functions to the 9 Savannah office of Renaissance Man or to the Simmons 10 offices? 11 A. Yes. 12 Q. Okay. Now, did the administrative functions of 13 Walker Foods, LLC, get moved to the Savannah office of 14 Renaissance Man Food Services? 15 A. It was in the Savannah office. Mike never did 16 any billing or anything. Carol did all that. Mike Rogers 17 may have ordered things, but Mike Rogers never did any 18 billing. It was done out of the Savannah office the whole 19 time. He may have worked out of that office, but he never 20 done any billing out of that. 21 Q. No billing? 22 A. Billing, yes, B-I-L-L-I-N-G. 23 Q. I gotcha. 24 A. Yeah, just making sure. 25 Q. Okay, yeah. We'll get on the same page.</p>

<p style="text-align: right;">Page 34</p> <p>1 My question to you is: What's your 2 recollection as to what took place with respect to the 3 administrative functions of Walker Foods, LLC, as 4 referenced in this paragraph on page 2 of Simmons 556? 5 A. I can't recall. Maybe because of the unsavory 6 things he was doing, they didn't want him to have anything 7 to do with our entity anymore because -- like I say, I 8 have no clue. 9 Q. All right. What I want to know is: Did the 10 administrative functions continue to be operated going 11 forward into the future after -- 12 A. Administrative function to what? 13 Q. -- April of 2009, of Walker Foods, LLC? 14 Were they carried out at the offices of 15 Renaissance Man or was that done inside Simmons? 16 A. In 2000 -- 17 Q. April of 2009. 18 A. That may have been moved to Simmons at that 19 time, I'm thinking. 20 Q. Okay. Then it says that, The board will have a 21 meeting on or after April 15th, 2009, to include 22 Mr. Staples. And for matters related to the relationship 23 between the company, Walker Foods, and Renaissance Man, 24 and a restructuring of the company's business operations, 25 including without limitation a restructuring of the</p>	<p style="text-align: right;">Page 36</p> <p>1 and compensation structure. 2 Did I read that correctly? 3 A. Right. Yes, sir. 4 Q. Was there a meeting before April 15th, 2009? 5 A. I don't recall. There could have been but, like 6 I said, I don't recall. 7 Q. Would you agree with me at some point, 8 Mr. Staples did not operate or manage Walker Foods, LLC? 9 A. No, I couldn't agree with you there. 10 Q. Do you know one way or the other? 11 A. That's why I was saying, I couldn't agree; 12 that's why I'm not agreeing. 13 Q. Okay. 14 A. Yes. 15 Q. Could you tell me when he first started managing 16 Renaissance Man Food Services? 17 A. No. No. 18 Q. Okay. 19 (Exhibit 7 marked.) 20 Q. (BY MR. SIMMS) Let me show you Exhibit 7, 21 which is RMFS 418 through 451. 22 A. Yes. 23 Q. And take a moment and read over those. I'm 24 going to ask you some questions. 25 A. Okay.</p>
<p style="text-align: right;">Page 35</p> <p>1 company -- 2 A. Now, wait. Read that again where you see Walker 3 Foods. 4 Q. Okay. 5 A. I just see, Between the company and Renaissance 6 Man. It doesn't say, Walker Foods. 7 Q. Let's back up. 8 Do you see where it says, Resolved that the 9 board should have a meeting on or before April 15th, 2009? 10 A. Yes, right, to include John Staples to address 11 various business matters including matters related to the 12 relationship between the company and Renaissance Man? 13 Q. Yes, sir. 14 And to me, the "company" is referring to 15 Walker Foods, LLC. 16 A. Okay. 17 Q. All right. 18 A. Yes. 19 Q. And a restructuring of the company is Walker 20 Foods' business operations -- 21 A. Yes, sir. 22 Q. -- including, without limitation, a 23 restructuring of the company, Walker Foods, LLC -- 24 A. Right. 25 Q. -- and Renaissance Man Food Services sales force</p>	<p style="text-align: right;">Page 37</p> <p>1 (Witness reviews document.) 2 You can go ahead and ask. 3 Q. Okay. This document, which is Exhibit 7, 4 appears to be the corporate formation documents related to 5 Renaissance Man Food Services, LLC. 6 A. Yes. 7 Q. And it appears that that entity was formed on 8 April 26th, 2002. 9 A. Right. 10 Q. And then if you go to page 32, which is 11 RMFS 450. 12 A. (Witness complies.) 13 432? 14 Q. 450, page 32, which is -- but it's also stamped 15 450. 16 A. Oh, okay. 17 Q. According to that page, the only member of 18 Renaissance Man Food Services is H. Walker Enterprises, 19 LLC; is that correct? 20 A. Right, that's correct. 21 Q. It's not you individually? 22 A. No. 23 Q. And H. Walker Enterprises, LLC, owns 100 percent 24 of Renaissance Man? 25 A. Right.</p>

<p style="text-align: right;">Page 38</p> <p>1 Q. Is that correct?</p> <p>2 A. Yes, sir.</p> <p>3 Q. And the page before, which is page 31, you</p> <p>4 signed the formation documents on behalf of H. Walker</p> <p>5 Enterprises, LLC, correct?</p> <p>6 A. Yes, sir.</p> <p>7 Q. Going back to Exhibit 6, the bonus -- about when</p> <p>8 Mr. Staples goes to Walker Foods?</p> <p>9 A. Yes, sir.</p> <p>10 Q. To your knowledge, that never occurred, did it?</p> <p>11 A. I didn't know anything about the bonus, so I</p> <p>12 expect not. That, I don't know, because I never had</p> <p>13 anything to do with that.</p> <p>14 Q. Okay. And as far as you know, Mr. Staples never</p> <p>15 moved to Walker Foods, either employed by Walker Foods,</p> <p>16 LLC, or managed that operation at all?</p> <p>17 A. Like what I said, I couldn't tell you. I don't</p> <p>18 know.</p> <p>19 Q. Okay. But at some point, Mr. Staples became the</p> <p>20 general manager of Renaissance Man?</p> <p>21 A. Yes, sir.</p> <p>22 Q. All right. And do you know what document</p> <p>23 addresses that?</p> <p>24 A. There's something I've seen where it said John</p> <p>25 would become general manager of Renaissance Man and</p>	<p style="text-align: right;">Page 40</p> <p>1 Q. And it says, This Memorandum of Understanding is</p> <p>2 effective as of "blank" day 2010, between H. Walker</p> <p>3 Enterprises, LLC, and Simmons Prepared Food, Inc.</p> <p>4 Did I read that correctly?</p> <p>5 A. Yes, sir.</p> <p>6 Q. This looks like this was -- down at the</p> <p>7 bottom --</p> <p>8 A. Yes.</p> <p>9 Q. -- you see, right above the word "confidential"</p> <p>10 there's some numbers and then a v4?</p> <p>11 A. Oh, yes, the numbers and then the v4, yes, sir.</p> <p>12 Q. Do you know if that means this was Version 4 of</p> <p>13 this agreement?</p> <p>14 A. No, sir. I don't know what that means.</p> <p>15 Q. All right. Other than this Exhibit 8,</p> <p>16 Mr. Walker, are you aware of any documents, either</p> <p>17 personally or on behalf of H. Walker Enterprises or</p> <p>18 Renaissance Man Food Services, that deals with Mr. Staples</p> <p>19 becoming general manager of Renaissance Man Food Services?</p> <p>20 A. There was a lot of different like memorandum</p> <p>21 going back and forth. And so that would have been a lot</p> <p>22 of different things that had been written going back and</p> <p>23 forth and stuff. I know that.</p> <p>24 Q. So you -- go ahead.</p> <p>25 A. No, that's -- that's what -- I just know that.</p>
<p style="text-align: right;">Page 39</p> <p>1 answer -- I'm not sure what document it is, but I've seen</p> <p>2 something that states that somewhere.</p> <p>3 Q. Do you know if it's this Memorandum of</p> <p>4 Understanding, which I'm going to mark as Exhibit 8, which</p> <p>5 is Simmons 244.</p> <p>6 (Exhibit 8 marked.)</p> <p>7 A. Let's see. Did you see it somewhere?</p> <p>8 Q. (BY MR. SIMMS) I'm going to get to it I think.</p> <p>9 I just wanted to --</p> <p>10 A. If you tell me, I can look for it.</p> <p>11 Q. Have you seen that document before?</p> <p>12 A. This one right here (indicating)?</p> <p>13 Q. Yes, sir.</p> <p>14 A. (Witness reviews document.)</p> <p>15 Memorandum of Understanding, yes, sir, I've</p> <p>16 seen this before.</p> <p>17 Q. All right. Looking at -- it's my</p> <p>18 understanding -- and you correct me if I'm wrong, but that</p> <p>19 document that's Exhibit 8, that's never been signed, has</p> <p>20 it?</p> <p>21 A. No, sir.</p> <p>22 Q. And let's look at the top of it.</p> <p>23 A. Okay.</p> <p>24 Q. And I'm on page Simmons 244.</p> <p>25 A. All right.</p>	<p style="text-align: right;">Page 41</p> <p>1 Q. You attended David Jackson's deposition Monday?</p> <p>2 A. Yes, sir.</p> <p>3 Q. And you recall Mr. Jackson has referred to and</p> <p>4 quoted certain provisions that Simmons takes the position</p> <p>5 that controls the relationship between it and/or H. Walker</p> <p>6 Enterprises or Renaissance Man Food Services, correct?</p> <p>7 A. You'll probably have to explain that to me</p> <p>8 again.</p> <p>9 Q. Okay. I think Mr. Jackson was quoting from this</p> <p>10 Exhibit 8.</p> <p>11 A. Quoting what now?</p> <p>12 Q. We'll get to that later today.</p> <p>13 But you attended the deposition; you</p> <p>14 remember he was saying, This is -- this provision controls</p> <p>15 our relationship?</p> <p>16 A. Yes.</p> <p>17 Q. When he's talking about relationship, he's</p> <p>18 talking about the relationship between Simmons Prepared</p> <p>19 Foods and H. Walker Enterprises, LLC, and/or Renaissance</p> <p>20 Man Food Services, correct?</p> <p>21 A. Yeah. I assume that's what he was talking</p> <p>22 about.</p> <p>23 Q. All right. Was this document, Exhibit 8, ever</p> <p>24 signed, Mr. Walker?</p> <p>25 A. No.</p>

<p style="text-align: right;">Page 42</p> <p>1 Q. Why not?</p> <p>2 A. Because there was still some questions about it,</p> <p>3 so I probably never signed.</p> <p>4 Q. What questions did you have about it?</p> <p>5 A. Well, if you look in there, you see where it</p> <p>6 says, Ownership of 65/35.</p> <p>7 Q. Okay. What question do you have about that?</p> <p>8 A. They didn't own any of the Renaissance -- they</p> <p>9 didn't own any of it. They were going to get a profit</p> <p>10 share, not a ownership.</p> <p>11 Q. All right. Did they have ownership in Walker</p> <p>12 Foods, LLC?</p> <p>13 A. They were going to get ownership in that, yes.</p> <p>14 Q. 39 percent?</p> <p>15 A. Yes, sir.</p> <p>16 Q. They had 39 percent ownership of it?</p> <p>17 A. Yes, sir, that's right.</p> <p>18 Q. And tell me, before the creation of this</p> <p>19 Memorandum of Understanding, what your understanding was,</p> <p>20 if you have one, either personally or on behalf of</p> <p>21 H. Walker Enterprises, LLC, or Renaissance Man Food</p> <p>22 Services, as to what the relationship was going to be</p> <p>23 between Simmons Prepared Foods and H. Walker Enterprises,</p> <p>24 LLC, and/or Renaissance Man Food Services, going forward</p> <p>25 if it was not being done under Walker Foods, LLC?</p>	<p style="text-align: right;">Page 44</p> <p>1 and/or Renaissance Man Food Services, that the parties,</p> <p>2 course of business between them, was as reflected in this</p> <p>3 agreement?</p> <p>4 A. Explain it.</p> <p>5 Q. With respect to profit share and the other</p> <p>6 provisions of the agreement?</p> <p>7 A. Well, we talked about profit sharing. Like I</p> <p>8 said, that was so many different things growing up, and I</p> <p>9 wanted profit sharing, and somebody might have said</p> <p>10 ownership. So when I saw "ownership," I wasn't going to</p> <p>11 sign that because I wasn't going to give up any ownership</p> <p>12 of H. Walker or Renaissance Man or any of it to anybody.</p> <p>13 Q. All right. I guess my question to you is: Is</p> <p>14 there any other -- besides the ownership, 65/35, anything</p> <p>15 else you objected to --</p> <p>16 A. Well, I --</p> <p>17 Q. Let me finish my question -- that caused you not</p> <p>18 to sign the agreement, Exhibit 8?</p> <p>19 A. Well, if I looked through it, it may be, but I</p> <p>20 think that the ownership was the most important thing to</p> <p>21 me. I wasn't going to give it up after watching what</p> <p>22 they -- what somebody done that I put trust in that</p> <p>23 handled my company.</p> <p>24 Q. You're talking about Mike Rogers?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 43</p> <p>1 A. Walker Foods -- at that time, I started</p> <p>2 Renaissance Man. I built Renaissance Man. I sold</p> <p>3 Renaissance Man. And I decided to let people talk me into</p> <p>4 bringing in someone else, who totally showed me that they</p> <p>5 were an a-hole, as I will say.</p> <p>6 And I said, Wait a minute, I'm not going to</p> <p>7 give a company up for somebody to be a jerk. So at that</p> <p>8 time, I said, I'd rather give you profit sharing. And in</p> <p>9 the contract, it talks about ownership, and I -- that's</p> <p>10 the reason probably it was never signed. It's not</p> <p>11 ownership; it's profit sharing.</p> <p>12 But because Simmons is such a great</p> <p>13 company, they have been a man of their word with me, just</p> <p>14 we never signed, but we lived by our understanding, and</p> <p>15 it's sort of like they lived by their profit share, and</p> <p>16 they never really said they have had any ownership in it.</p> <p>17 So to me, there was no need to sign it.</p> <p>18 Q. All right. So let me make sure I understand</p> <p>19 what you're saying.</p> <p>20 You're saying the reason you did not sign</p> <p>21 Exhibit 8 is because it references ownership?</p> <p>22 A. Right.</p> <p>23 Q. Okay. But are you saying that after April of</p> <p>24 2009, going forward with respect to any relationships</p> <p>25 between Simmons Prepared Foods and H. Walker Enterprises</p>	<p style="text-align: right;">Page 45</p> <p>1 Q. Okay. Now, going forward after April</p> <p>2 the -- April of 2009 --</p> <p>3 A. Yes.</p> <p>4 Q. -- as between Simmons Prepared Foods and</p> <p>5 H. Walker Enterprises and/or Renaissance Man Food</p> <p>6 Services, what is set out in this exhibit, other than</p> <p>7 ownership, the course of dealings between the parties?</p> <p>8 MR. KING: Oh, geez, you need to look at</p> <p>9 it.</p> <p>10 THE WITNESS: I've got to look at all of it</p> <p>11 now.</p> <p>12 Are you going to let me look at all of it?</p> <p>13 MR. SIMMS: Why don't you take a moment,</p> <p>14 and I'll run to the restroom while you look through it</p> <p>15 all.</p> <p>16 (Recess in the proceedings from 9:57</p> <p>17 to 10:06 a.m.)</p> <p>18 THE WITNESS: Will you repeat your</p> <p>19 question?</p> <p>20 Q. (BY MR. SIMMS) Yes, sir. I think I was asking</p> <p>21 you some questions about Exhibit 8.</p> <p>22 A. Yes.</p> <p>23 Q. And I know you told me that the reason it was</p> <p>24 not executed from your standpoint or on your behalf for</p> <p>25 H. Walker Enterprises, LLC, or Renaissance Man is because</p>

<p style="text-align: right;">Page 46</p> <p>1 of the ownership --</p> <p>2 A. That was it, yes.</p> <p>3 Q. -- provision.</p> <p>4 Other than that particular provision, do</p> <p>5 you have a recollection -- and I know you may need to read</p> <p>6 through the whole document again -- that you objected to</p> <p>7 as to why -- there would be a basis why you did not</p> <p>8 execute the agreement?</p> <p>9 A. Well, ownership is going to be the biggest</p> <p>10 thing. And then I also felt that -- which is what your</p> <p>11 client mentioned also in his testimony, said Brinker's was</p> <p>12 Simmons' client, and Brinker's was mine because it shows</p> <p>13 it here (indicating). And I didn't think that we should</p> <p>14 be putting who's going to be what client because in my</p> <p>15 field, in the food service, it could be a wide range, and</p> <p>16 I didn't want to narrow that field down to this person or</p> <p>17 that person.</p> <p>18 And also, we talked about U.S. Foods -- not</p> <p>19 U.S. Foods -- we talked about Sysco, where my vision is</p> <p>20 everybody, not just narrowing it down to one. So that was</p> <p>21 it. So I just thought that we needed to talk over all of</p> <p>22 that stuff again. But the ownership was the most</p> <p>23 important thing.</p> <p>24 Q. All right. And this agreement appears that it</p> <p>25 came to be sometime either in 2009 or 2010?</p>	<p style="text-align: right;">Page 48</p> <p>1 by -- we went by it and, as you said, if you remember</p> <p>2 David's testimony, he even mentioned the profit sharing</p> <p>3 over the ownership. And this document talks about</p> <p>4 ownership.</p> <p>5 Well, you can tell that this document had</p> <p>6 more changes to it. So -- because he now knows it was</p> <p>7 profit sharing, not ownership. So we talked about certain</p> <p>8 things within it at certain times; we just never wrote it</p> <p>9 down. So I think the answer to that is there always was</p> <p>10 some changes in this document. That's all the stuff I can</p> <p>11 say.</p> <p>12 Q. All right. If you could go back to Exhibit 3,</p> <p>13 which is the resolution pertaining to Walker Foods, LLC.</p> <p>14 MR. KING: Simmons 555.</p> <p>15 Q. (BY MR. SIMMS) Page 2, I asked you about this,</p> <p>16 but I need to follow up on it.</p> <p>17 A. (Witness complies.)</p> <p>18 Okay.</p> <p>19 Q. It's the provision that deals with the meeting</p> <p>20 before April 15th, 2009.</p> <p>21 A. Yes, sir.</p> <p>22 Q. My question to you is: And I apologize if I</p> <p>23 asked you earlier, but do you have a recollection that</p> <p>24 there was a meeting, and these matters addressed and a</p> <p>25 resolution were discussed at the meeting?</p>
<p style="text-align: right;">Page 47</p> <p>1 A. Right.</p> <p>2 Q. It was never executed?</p> <p>3 A. No, sir.</p> <p>4 Q. For the -- since that time, it's never been</p> <p>5 executed?</p> <p>6 A. No, sir.</p> <p>7 Q. All right. And had it ever been changed to</p> <p>8 reflect what you just mentioned and proposed to Simmons</p> <p>9 Prepared Foods to be executed and changed?</p> <p>10 A. No, no, Simmons and I almost always trusted each</p> <p>11 other except at certain times. We may have had some</p> <p>12 flare-ups, but we trusted each other. Like I said,</p> <p>13 they've been very good to me and to Renaissance Man. I</p> <p>14 think they're the best thing that could have happened for</p> <p>15 me to be able to compete.</p> <p>16 Q. Other than the things that you've mentioned so</p> <p>17 far, and again, with the agreement that you may need to</p> <p>18 read through the entire document, other than those items,</p> <p>19 would -- are we in agreement that as concerns the</p> <p>20 relationship between Simmons Prepared Foods and H. Walker</p> <p>21 Enterprises and Renaissance Man, this document was --</p> <p>22 embodied or contained the agreement between the parties</p> <p>23 going forward?</p> <p>24 A. Well, I think we -- well, I'm trying to think</p> <p>25 how I would say this -- I think we lived -- we went</p>	<p style="text-align: right;">Page 49</p> <p>1 A. Like I said, I can't recall. It could have</p> <p>2 been, could not. I'm just saying I don't recall.</p> <p>3 Q. Do you know if Document 8, which is the</p> <p>4 Memorandum of Understanding, came out of the resolution</p> <p>5 that's referenced on page 2 of Exhibit 3?</p> <p>6 A. Say that again.</p> <p>7 Q. Did the Memorandum of Understanding, which is</p> <p>8 Exhibit 8, come into being as what was referenced in</p> <p>9 Exhibit 3 on page 2 about having a meeting to deal with</p> <p>10 the restructuring of either Walker Foods, LLC, and/or the</p> <p>11 Renaissance Man business?</p> <p>12 A. I have -- I can't even recall. I have no clue.</p> <p>13 Q. Okay. Now, Exhibit 3, when it talks about</p> <p>14 having this meeting, it talks about restructuring of</p> <p>15 Walker Foods, LLC, and with respect to Renaissance Man</p> <p>16 sales force and compensation structures.</p> <p>17 A. Right.</p> <p>18 Q. If Mr. Staples' bonus in the March 6th, 2009,</p> <p>19 employment offer made to him by Simmons did not occur</p> <p>20 because he never moved to Walker Foods, LLC, my question</p> <p>21 to you is: Was there further discussions about</p> <p>22 Mr. Staples' compensation structure with respect to him</p> <p>23 becoming the general manager of Renaissance Man Food</p> <p>24 Services?</p> <p>25 A. No. If that was the case, John would have</p>

<p style="text-align: right;">Page 50</p> <p>1 mentioned it by now, and he drew up so many different 2 bonuses things. He drew them up, so I figured -- well, I 3 just knew about this bonus during the case. That's the 4 first time I ever heard of what you're talking about. 5 Q. Okay. You don't have a recollection of there 6 being a meeting where Mr. Staples' compensation was 7 discussed? 8 A. No. 9 Q. All right. Now, with respect to Mr. Staples and 10 his being general manager of Renaissance Man, is that 11 referenced in Exhibit 8, which is the Memorandum of 12 Understanding? 13 A. I just -- I did see it somewhere. 14 (Witness reviews document.) 15 Q. Okay. I think it's on page 4. 16 A. Oh, if you knew where it was, why did you ask me 17 to look for it? 18 Q. I was getting there myself. 19 A. Yes, sir. 20 Q. All right. Before we talk about that, let's go 21 back to page 1, which is 244. 22 A. (Witness complies.) 23 Okay. 24 Q. It says -- right after the beginning, or the 25 "preamble" we call it, it says, The purpose of this</p>	<p style="text-align: right;">Page 52</p> <p>1 agreement, the relationship between Simmons Prepared Foods 2 and H. Walker Enterprises was the Walker Foods, LLC? 3 A. No, sir. 4 Q. Okay. Had there been a prior relationship 5 between Simmons Prepared Foods and Renaissance Man? 6 A. Has there been a prior relationship between 7 Simmons Prepared and Renaissance Man? 8 Q. Yes, sir. 9 A. No, sir. 10 Q. Okay. Because from the documents I've read, the 11 relationship prior to this Memorandum of Understanding 12 dealt with a relationship where H. Walker Enterprises 13 owned 51 percent of Walker Foods. 14 A. Right. 15 Q. Simmons Prepared Foods owned 39 percent. 16 A. Right. 17 Q. And the balance was owned by Mike Rogers. 18 A. Right. 19 Q. Okay. And that relationship -- that company or 20 that entity or that relationship ended. 21 And was it being replaced with a 22 relationship between Simmons Prepared Foods and H. Walker 23 Enterprises that concerned Renaissance Man Food Services? 24 A. Okay. Say that again. 25 MR. KING: Let me try. I think what he</p>
<p style="text-align: right;">Page 51</p> <p>1 memorandum. 2 Do you see that section? 3 A. Purpose of -- yes. 4 Q. Is to set forth the understanding of Walker and 5 Simmons. And I want to kind of stop there and ask you a 6 question. 7 When the document is referring to Walker, 8 do you know if that -- that is referring to H. Walker 9 Enterprises, LLC; is it not? 10 A. Yes, sir. 11 Q. Okay. So this is an agreement between H. Walker 12 Enterprises, LLC, and Simmons Prepared Foods, correct? 13 A. Yes, sir. 14 Q. All right. And it deals with the operation of 15 the Renaissance Man Food business, correct? 16 A. Yes, sir. 17 Q. And it refers to this relationship as a "joint 18 venture," correct? 19 A. Yes, sir. 20 Q. And it says, The parties will rely on the 21 commitments described in this Memorandum in moving ahead 22 with RMFS. 23 Did I read that correctly? 24 A. Yes, sir. 25 Q. So would it be fair to say that prior to this</p>	<p style="text-align: right;">Page 53</p> <p>1 wants to know is whether Simmons had a relationship with 2 Ren Man separate and apart from the Walker Foods, LLC -- 3 THE WITNESS: No, not at first. 4 MR. KING: -- prior to 2009. 5 A. No, no, no. 6 Q. (BY MR. SIMMS) All right. 7 MR. KING: So the second question then was, 8 was it the intention in 2009 to form a relationship with 9 Ren Man and Simmons that would replace the prior 10 relationship that existed between Walker Foods and 11 Simmons -- 12 A. Before? You're talking about when we first 13 started? 14 Q. (BY MR. SIMMS) I'm just trying to use the 15 documents to figure out -- 16 A. Well, that's the reason I think the document was 17 never signed; it needed to be straightened out some. And 18 that's what the deal is. It needed to be straightened out 19 a lot. 20 But, see, I think you may be confusing 21 Renaissance Man. This entity was not started with just 22 food with -- the beginning of this. Renaissance Man was 23 going and selling before this whole entity started. 24 Q. Okay. Was Simmons -- 25 A. Prepared.</p>

<p style="text-align: right;">Page 54</p> <p>1 Q. -- Prepared Foods supplying product to 2 Renaissance Man outside of the Walker Foods entity and/or 3 what was contemplated by the Memorandum of Understanding? 4 A. No, sir. 5 Q. Okay. Would you agree with me that the offer of 6 employment made by Simmons to Mr. Staples prior to the 7 Memorandum of Understanding was changed? 8 A. Was it changed -- his deal he was trying to do, 9 changed from this here (indicating)? 10 Q. Would you agree with me that the original offer, 11 the March 6th, 2009, offer with Walker Foods -- 12 A. \$140,000. You talking about \$140,000. There 13 was \$140,000 and \$160,000. 14 MR. KING: Wait. Let him ask his question. 15 THE WITNESS: Oh, that was my fault. 16 MR. KING: All right. 17 Q. (BY MR. SIMMS) Here's what I'm getting to. 18 A. Okay. 19 Q. We looked at the March 6th, 2009, employment 20 offer. 21 A. Okay. 22 Q. And Paragraph 3, as part of Mr. Staples' 23 compensation, dealt with a bonus that related to Walker 24 Foods. 25 A. Right.</p>	<p style="text-align: right;">Page 56</p> <p>1 correct? 2 A. Oh, I have no clue. 3 Q. We could go back and look at the -- 4 A. You may need to go back and look at -- 5 Q. -- at the LLC? 6 A. That may be good to look at. I have no clue. I 7 get so much. 8 Q. I believe the evidence in the case so far is 9 that that entity was actually dissolved in 2015. 10 A. What entity? 11 Q. Walker Foods, LLC. 12 A. And I was getting \$100,000 from Walker Foods? 13 Q. That's what I wanted to ask you. 14 A. No, I never got \$100,000, 2015. If I was, 15 somebody owed me some money. 16 Q. Okay. So in your mind, was Walker Foods, LLC, 17 over with concerning the resolution dealing with 18 Mike Rogers? 19 A. Yes, sir. 20 Q. All right. And Mr. Staples never had anything 21 to do with Walker Foods, LLC? 22 A. No, not true. 23 Q. Okay. What did he have to do -- 24 A. I said I'm not sure because he negotiated a deal 25 to end Mike Rogers. And that's why I said, I'm not sure</p>
<p style="text-align: right;">Page 55</p> <p>1 Q. You see that? 2 A. Right. 3 Q. And I think you've told me that Mr. Staples, as 4 far as you recall, never went to work for nor managed 5 Walker Foods, LLC? 6 A. No, I said I wasn't sure. 7 MR. PARKER: Objection, mischaracterizes 8 his testimony. 9 A. I said I wasn't sure if he did. 10 Q. (BY MR. SIMMS) All right. 11 A. I never said he didn't do it. I said, no, I'm 12 not sure he ever did. And that's what it was. 13 Q. Okay. And I thought I asked you this, but I 14 want to make sure. 15 This Memorandum of Understanding that deals 16 with Renaissance Man -- 17 A. Right. 18 Q. -- it's not -- this agreement is not dealing 19 with Walker Foods, LLC, at all, is it? 20 A. No. 21 Q. Okay. And is that because of the resolution 22 dealing with Walker Foods had put an end to that entity? 23 A. Yes. That was the end to it at that time. 24 Q. All right. And let me ask you this: You were 25 getting \$100,000 from Walker Foods, LLC, off the top,</p>	<p style="text-align: right;">Page 57</p> <p>1 whether he worked for or not. I'm not sure what time it 2 was. 3 He negotiated a deal to end Mike Rogers. 4 And I'm not sure whether Walker Foods or what happened at 5 that time. As I said, it's 2009. I wish I could 6 remember, but I don't remember 2009. I don't remember -- 7 like I said, yesterday pretty good, but he negotiated that 8 deal with Walker Foods, whatever -- it was a beef company 9 or something that he was doing. 10 Q. All right. Under Walker Foods, there were three 11 members? 12 A. Yes. 13 Q. There was H. Walker Enterprises, owned 14 51 percent of Walker Foods? 15 A. Yes. 16 Q. And if Mr. Staples was given directions by 17 someone on behalf of H. Walker Enterprises, who would that 18 person have been? 19 A. If Mr. Staples was given direction by H. Walker 20 Enterprises, who would that person -- 21 Q. Concerning Walker Foods. 22 A. That would have been me. 23 Q. Okay. Did you provide instructions to 24 Mr. Staples about the content of the resolution dealing 25 with Mike Rogers and --</p>

<p style="text-align: right;">Page 58</p> <p>1 A. No.</p> <p>2 Q. You gave no directions?</p> <p>3 A. No. The direction Mr. Staples had is we were</p> <p>4 friends. Mr. Staples brought Mike Rogers, the unsavory</p> <p>5 bum, to me, and he felt guilty so he got involved. It had</p> <p>6 nothing to do -- so he got involved with it.</p> <p>7 And like I said, there's an e-mail where</p> <p>8 he's negotiating some -- whatever the deal, and I've seen</p> <p>9 this e-mail before, that he negotiated a deal. And it's</p> <p>10 around 2009/2008 or something. I'm not sure when it is,</p> <p>11 but I've seen an e-mail.</p> <p>12 Q. If Mr. Staples received instructions or</p> <p>13 directions related to the Walker Foods, the resolution</p> <p>14 matters concerning Mike Rogers from Simmons Prepared</p> <p>15 Foods, do you know who it would have been in Simmons</p> <p>16 Prepared Foods?</p> <p>17 A. No, sir.</p> <p>18 Q. You agree they were the other 39 percent owner</p> <p>19 of Walker Foods?</p> <p>20 A. Yes, I owned 51 percent, which I'm the majority.</p> <p>21 Q. Right.</p> <p>22 A. Right.</p> <p>23 Q. Okay. And I want to make sure I understand</p> <p>24 because I'm trying to move forward here.</p> <p>25 When Mr. Staples did not go to Walker</p>	<p style="text-align: right;">Page 60</p> <p>1 Had Mr. Staples, based on your</p> <p>2 recollection, began acting as general manager for</p> <p>3 Renaissance Man Food Services in 2010?</p> <p>4 A. 2010? I couldn't be 100 percent. When I talked</p> <p>5 to John -- like I said, you're saying "general manager."</p> <p>6 It says general manager here. When I talked to John when</p> <p>7 he wanted to leave Virginia, and he agreed, and I gave him</p> <p>8 a job in Virginia, I thought he was working for me.</p> <p>9 And when he went to negotiate, I know</p> <p>10 nothing about his negotiation of what was going on there.</p> <p>11 He was working for me at that time. So I don't know</p> <p>12 whether it was 8, 9, 10; he was working for Renaissance</p> <p>13 Man, whoever it was, Walker Foods or whoever it was at</p> <p>14 that time.</p> <p>15 Q. What's your best recollection as to when</p> <p>16 Mr. Staples actually began acting as general manager for</p> <p>17 Renaissance Man Food Services?</p> <p>18 A. End of -- when Mike Rogers left in 2008/2009.</p> <p>19 Q. All right. Would you have to refresh your</p> <p>20 recollection by looking at these documents that we've been</p> <p>21 going over?</p> <p>22 A. That's not going to help me. I've refreshed</p> <p>23 from something I may have somewhere. I don't know. Like</p> <p>24 I said, I have no clue.</p> <p>25 Q. Okay. Now, under Distribution of Profits, when</p>
<p style="text-align: right;">Page 59</p> <p>1 Foods, LLC, but began being the general manager of</p> <p>2 Renaissance Man, other than Document 8, which is a</p> <p>3 Memorandum of Understanding, are there any other documents</p> <p>4 that concerned his role as general manager of Renaissance</p> <p>5 Man Food Services?</p> <p>6 A. No. I think I've seen things that talk about</p> <p>7 John being Renaissance Man for -- being general manager of</p> <p>8 Renaissance Man, but I don't think -- I haven't seen any</p> <p>9 documents like this.</p> <p>10 Q. All right. Now, if you go to page 4 of</p> <p>11 Exhibit 8.</p> <p>12 A. (Witness complies.)</p> <p>13 Okay. Yes, sir.</p> <p>14 Q. That has the section that deals with</p> <p>15 distribution of profits.</p> <p>16 And does that concern the going forward</p> <p>17 with the operations of Renaissance Man Food Services?</p> <p>18 A. Yes, sir.</p> <p>19 Q. All right. And it's 65 percent to Walker and</p> <p>20 35 percent to Simmons, correct?</p> <p>21 A. Yes, sir.</p> <p>22 Q. And Walker is defined in this document as</p> <p>23 H. Walker Enterprises, LLC, correct?</p> <p>24 A. Yes, sir.</p> <p>25 Q. And beginning -- let's talk about the year 2010.</p>	<p style="text-align: right;">Page 61</p> <p>1 the profits would be distributed -- let me ask you this:</p> <p>2 Was there a profit distribution made in 2010?</p> <p>3 A. I have no clue.</p> <p>4 Q. Do you believe that there have been profit</p> <p>5 distributions for each year after 2010 up through 2017?</p> <p>6 A. Like I said, I have no clue. It could be or</p> <p>7 not. Like I said, I have no clue.</p> <p>8 Q. Here's what I'm trying to find out is if there</p> <p>9 was profit distributed, and Walker is H. Walker</p> <p>10 Enterprises, LLC, would Simmons Prepared Foods send a</p> <p>11 check that represented H. Walker Foods -- I mean,</p> <p>12 H. Walker Enterprises' share of profits to it?</p> <p>13 A. See, that's the problem; I think you're</p> <p>14 confusing yourself because remember I said that this</p> <p>15 wasn't signed. That was a problem that was with this</p> <p>16 contract. It wasn't 100 percent correct. So that's why I</p> <p>17 never signed it. That's why I never signed. They had to</p> <p>18 correct everything.</p> <p>19 So that's probably what it was. That's</p> <p>20 probably where you're confusing yourself, but I know where</p> <p>21 you're trying to go.</p> <p>22 Q. Where am I trying to go?</p> <p>23 A. You're trying to make H. Walker Enterprises on</p> <p>24 here, which is what your client kept doing. So if I were</p> <p>25 you, I'd get it straight.</p>

<p style="text-align: right;">Page 62</p> <p>1 Q. Okay.</p> <p>2 A. Okay.</p> <p>3 Q. I'm not sure that's what I'm trying to do. I'm</p> <p>4 just asking questions.</p> <p>5 I'm reading this Memorandum of</p> <p>6 Understanding as being between what it says here,</p> <p>7 H. Walker Enterprises and Simmons Prepared Foods.</p> <p>8 A. That's correct, but it's not signed. That's</p> <p>9 what I keep telling you.</p> <p>10 Q. Irrespective of it being signed, was it the</p> <p>11 commitments and the references here, the course of</p> <p>12 dealings since 2010, between Simmons Prepared Foods,</p> <p>13 H. Walker Enterprises and/or Renaissance Man?</p> <p>14 A. Renaissance Man, some of it was and some of it</p> <p>15 wasn't. That's why I said this wasn't signed because it</p> <p>16 had to be corrected, and that's the reason it was never</p> <p>17 signed.</p> <p>18 Q. Okay. With respect to the distribution of</p> <p>19 profits under the agreement, did Simmons send those</p> <p>20 profits to H. Walker Enterprises or to Renaissance Man?</p> <p>21 A. I -- now that, I would assume it was Renaissance</p> <p>22 Man because I don't know if they ever sent anything to</p> <p>23 H. Walker Enterprises.</p> <p>24 Q. All right. It says, These distributions will be</p> <p>25 made after the initial compensation is paid to</p>	<p style="text-align: right;">Page 64</p> <p>1 doing this.</p> <p>2 Q. It says, That board will oversee and set policy</p> <p>3 for Renaissance Man Food business.</p> <p>4 A. Right.</p> <p>5 Q. And that board was to be made up of you or your</p> <p>6 appointee, and you had three out of five votes, and</p> <p>7 Simmons representatives, such as Todd Simmons or</p> <p>8 David Jackson, would be on the board having two of the</p> <p>9 five votes.</p> <p>10 A. Yes, sir.</p> <p>11 Q. Is that the way it took place?</p> <p>12 A. That's what it says, but like I said, this was</p> <p>13 never signed, and I think that's the thing is we went</p> <p>14 by -- certain things in here we went by, but because it</p> <p>15 was never signed, there were certain things we never went</p> <p>16 by. So I -- whether I had five, they had two, we just</p> <p>17 made things work.</p> <p>18 Q. And at some point, David Jackson, he left</p> <p>19 Simmons Prepared Foods, went to the pet food division --</p> <p>20 A. Yes, sir.</p> <p>21 Q. -- and did Mr. Gary Murphy oversee or be the</p> <p>22 Simmons Prepared Food person that dealt with this venture</p> <p>23 with Renaissance Man or H. Walker Enterprises?</p> <p>24 A. Yes, sir.</p> <p>25 Q. Okay. It says, John Staples will be the general</p>
<p style="text-align: right;">Page 63</p> <p>1 Herschel Walker, for your efforts as CEO of Renaissance</p> <p>2 Man Food Services, and then a special point -- I guess</p> <p>3 that's 15 cents per pound fee to Simmons.</p> <p>4 MR. KING: No, it's one-and-a-half cents.</p> <p>5 Q. (BY MR. SIMMS) One-and-a-half; I'm sorry.</p> <p>6 A. Yeah.</p> <p>7 Q. You got the first \$200,000?</p> <p>8 A. Yes, sir.</p> <p>9 Q. Has that always been the agreement?</p> <p>10 A. Yes, sir.</p> <p>11 Q. And Simmons was entitled to a half-cent per</p> <p>12 pound of what?</p> <p>13 A. Administration fees of -- all of the</p> <p>14 administration fees of non-Simmons items.</p> <p>15 Q. Going on down here, it talks about, Management</p> <p>16 of RMFS.</p> <p>17 Do you see that?</p> <p>18 A. (Witness reviews document.)</p> <p>19 Yes.</p> <p>20 Q. All right. It says, Going to form a new board</p> <p>21 of five votes.</p> <p>22 A. Yes.</p> <p>23 Q. Did that happen?</p> <p>24 A. No -- well, we went by like it happened, but we</p> <p>25 never -- I don't remember us ever getting together and</p>	<p style="text-align: right;">Page 65</p> <p>1 manager of Renaissance Man Food Services; is that correct?</p> <p>2 A. Yes, sir.</p> <p>3 Q. And report to you and the board?</p> <p>4 A. Yes, sir.</p> <p>5 Q. And reporting to you, self-explanatory.</p> <p>6 But reporting to the board, do you know who</p> <p>7 on the board he would report to?</p> <p>8 A. The majority shareholder, me.</p> <p>9 Q. No, sir. When it talks about the board, who on</p> <p>10 the board?</p> <p>11 A. I'm the board. I'm the majority of the board.</p> <p>12 You told me I had three votes. And remember I said that</p> <p>13 we really didn't go by -- I don't know whether we went by</p> <p>14 this 100 percent. So that's why I keep saying it's great</p> <p>15 to have it and go by certain things; went by certain</p> <p>16 things and we didn't. But he reported to me most of the</p> <p>17 time.</p> <p>18 Q. This agreement contemplated that Mr. Staples</p> <p>19 would also report to the other members of the board,</p> <p>20 including you.</p> <p>21 A. Yes.</p> <p>22 Q. And my request to you is: Do you know who</p> <p>23 Mr. Staples was instructed by Simmons Prepared Foods to</p> <p>24 report to with respect to Todd Simmons and/or</p> <p>25 David Jackson, who made up the other two-fifths of the</p>

<p style="text-align: right;">Page 66</p> <p>1 board?</p> <p>2 MR. KING: Objection, mischaracterizes his</p> <p>3 testimony.</p> <p>4 Q. (BY MR. SIMMS) All I want to know is: If</p> <p>5 Mr. Staples was instructed by Simmons in terms of</p> <p>6 reporting to their participation on the board, who was it</p> <p>7 he would report to?</p> <p>8 MR. KING: I am going to object again as</p> <p>9 assuming facts that are not in evidence.</p> <p>10 Q. (BY MR. SIMMS) Do you know if Mr. Staples</p> <p>11 reported to anyone at Simmons Prepared Foods with respect</p> <p>12 to this venture?</p> <p>13 A. No, just what I've heard.</p> <p>14 Q. What have you heard?</p> <p>15 A. It was -- well, now I got to think of his name</p> <p>16 again.</p> <p>17 Q. Mr. Miller?</p> <p>18 A. Yeah, Chip Miller.</p> <p>19 Q. Okay.</p> <p>20 A. Yes.</p> <p>21 Q. All right. Then it goes down to and it has a</p> <p>22 Sales and Administration Function section.</p> <p>23 Do you see that?</p> <p>24 A. Yes.</p> <p>25 Q. All right. It says, Sales personnel will work</p>	<p style="text-align: right;">Page 68</p> <p>1 manager of Renaissance Man came from me.</p> <p>2 Q. Do you know if someone at Simmons prepared a</p> <p>3 copy of this Memorandum of Understanding and provided it</p> <p>4 to Mr. Staples to be his source to go to in terms of</p> <p>5 managing the venture?</p> <p>6 A. No, sir.</p> <p>7 Q. You don't know that?</p> <p>8 A. No.</p> <p>9 Q. Did there come a time when Simmons Prepared</p> <p>10 Foods requested that this document be executed and it</p> <p>11 scratched through the name of David Jackson and put in the</p> <p>12 name of Gary Murphy on the document?</p> <p>13 A. Not that I know of.</p> <p>14 (Exhibit 9 marked.)</p> <p>15 Q. (BY MR. SIMMS) What is Exhibit 9? It starts</p> <p>16 Simmons 258 and then however many pages after that.</p> <p>17 A. (Witness reviews document.)</p> <p>18 This is like the inventory we have. That's</p> <p>19 what this is, an inventory agreement.</p> <p>20 Q. This appears to be -- have you seen this before?</p> <p>21 A. No.</p> <p>22 Q. Were you aware that Simmons Prepared Foods and</p> <p>23 Renaissance Man entered an inventory agreement on the 10th</p> <p>24 day of August 2015?</p> <p>25 A. No. It's signed by John, which he never gave me</p>
<p style="text-align: right;">Page 67</p> <p>1 directly for Renaissance Man or for Simmons.</p> <p>2 A. Yes.</p> <p>3 Q. And belong to Renaissance Man. And it's got in</p> <p>4 parentheses, John Staples and Charlie Weaver.</p> <p>5 Did I read that correctly?</p> <p>6 A. Yes, sir.</p> <p>7 Q. Is it your understanding that with respect to</p> <p>8 this venture that Mr. Staples, as general manager of the</p> <p>9 venture, was loaned from Simmons to Renaissance Man?</p> <p>10 A. Yes, if you can call it that.</p> <p>11 Q. Was there a Borrowed Employee or Loaned Employee</p> <p>12 contract document created between Simmons Prepared Foods</p> <p>13 and H. Walker Enterprises and/or Renaissance Man Food</p> <p>14 Services that concerned the loaning or borrowing of</p> <p>15 Mr. Staples to Renaissance Man Food Services?</p> <p>16 A. No, sir, there is no document.</p> <p>17 Q. No document.</p> <p>18 Now, if Mr. Staples was working directly</p> <p>19 for Simmons, because it uses the word "or," do you know</p> <p>20 how he was instructed by Simmons to manage the venture?</p> <p>21 A. Well, I know for a fact he wasn't working for</p> <p>22 Simmons, that he was working for me. He got all his</p> <p>23 instructions from me. And working for Chip Miller is --</p> <p>24 only when he needed something like an item or whatever.</p> <p>25 As far as I know, all his instructions of running general</p>	<p style="text-align: right;">Page 69</p> <p>1 this here (indicating).</p> <p>2 Q. You've never seen this before?</p> <p>3 A. No, sir.</p> <p>4 Q. It looks like it's signed by Mr. Staples and</p> <p>5 Gary Murphy.</p> <p>6 A. Right.</p> <p>7 Q. Looking down at -- actually, Paragraphs 1 and 2</p> <p>8 deal with what's called "aged inventory."</p> <p>9 Do you see that?</p> <p>10 A. Right. Yes, sir.</p> <p>11 Q. Was there an issue that came up in the fall of</p> <p>12 2017 concerning Jennifer Dawson and Carol dealing with</p> <p>13 aged receivables?</p> <p>14 A. Aged receivables?</p> <p>15 MR. KING: He's on a different page.</p> <p>16 Q. (BY MR. SIMMS) Yes.</p> <p>17 A. Oh, no, I know. I remember -- I'm trying to</p> <p>18 think. You said an "incident." I remember something that</p> <p>19 Carol was getting letters on aged inventory.</p> <p>20 Q. Was it information related to aged inventory or</p> <p>21 aged receivables?</p> <p>22 A. Aged inventory, I thought. The amount that was</p> <p>23 in the warehouse that had age on it. I thought that's</p> <p>24 what it was.</p> <p>25 Q. Do you know the difference between aged</p>

<p style="text-align: right;">Page 70</p> <p>1 inventory and aged receivables?</p> <p>2 A. Yes, sir.</p> <p>3 Q. Explain to me what the difference is.</p> <p>4 A. Well, a receivable is if the billing has been</p> <p>5 delayed and stuff. And inventory is the items you have in</p> <p>6 the storage that's aged that sometimes you get to the</p> <p>7 point where you have to sell it on a fire sale to get rid</p> <p>8 of it. Receivable is going to be receivables that we can</p> <p>9 get penalized for; it's paying late.</p> <p>10 Q. Now, was the incident that arose between</p> <p>11 Carol Walker and/or Jennifer Dawson in the fall of 2015,</p> <p>12 did it deal with -- excuse me -- 2017, did it deal with</p> <p>13 the aging of accounts receivable or aging inventory?</p> <p>14 A. That, I just know it was aging something. I</p> <p>15 don't know what it was.</p> <p>16 Q. Did you get involved in the communications</p> <p>17 between Jennifer Dawson and Carol Walker where Ms. Dawson</p> <p>18 is trying to explain the aging accounts receivable to</p> <p>19 Ms. Walker?</p> <p>20 A. No.</p> <p>21 Q. Do you know if Mr. Staples got involved?</p> <p>22 A. He probably did.</p> <p>23 Q. Did Mr. Staples try to provide an explanation to</p> <p>24 Ms. Walker about what Ms. Dawson was talking about in</p> <p>25 terms of aging of accounts receivable?</p>	<p style="text-align: right;">Page 72</p> <p>1 why she left.</p> <p>2 Q. Was the work that Blair Staples and Ms. Dawson</p> <p>3 were doing, did it involve inputting data into the Oracle</p> <p>4 system at Simmons Prepared Foods?</p> <p>5 A. I think so. That was part of it.</p> <p>6 Q. Did you and Mrs. Blanchard show up down in</p> <p>7 Orlando or Tampa in an event that Ms. Dawson was attending</p> <p>8 in around August of 2017?</p> <p>9 A. Yes, sir.</p> <p>10 Q. And what was the purpose in doing that?</p> <p>11 A. Me showing up at an event?</p> <p>12 Q. Yes, sir.</p> <p>13 A. I sell.</p> <p>14 Q. Okay.</p> <p>15 A. And as a matter of fact, there's an e-mail where</p> <p>16 I was the one that scheduled the event. So your client</p> <p>17 told you another one on that.</p> <p>18 Q. Okay.</p> <p>19 A. I'm the one that scheduled the event to go, and</p> <p>20 I invited Jennifer to come down because that was her</p> <p>21 thing. So I'm the one who scheduled the event.</p> <p>22 Q. Did you and/or Mrs. Blanchard speak to</p> <p>23 Ms. Dawson and accuse Blair Staples of being paid under</p> <p>24 the table by HartyBake?</p> <p>25 A. No, sir.</p>
<p style="text-align: right;">Page 71</p> <p>1 A. Like I say, he probably got involved. I don't</p> <p>2 know if he did or not, so that, I wouldn't know.</p> <p>3 Q. Do you recall having communications with</p> <p>4 Mr. Staples where you indicated to Mr. Staples that if</p> <p>5 Jennifer Dawson spoke to Carol Walker the way she did</p> <p>6 again, it would not end well for Ms. Dawson?</p> <p>7 A. I would never say anything like that.</p> <p>8 Q. Would not --</p> <p>9 A. That's another one of your client's embellishing</p> <p>10 statements.</p> <p>11 Q. Ms. Dawson left employment at Renaissance Man</p> <p>12 Food Services in the fall of 2017, did she not?</p> <p>13 A. Yes, sir.</p> <p>14 Q. Went to work for Simmons Prepared Foods?</p> <p>15 A. Yes, sir.</p> <p>16 Q. Why did she change?</p> <p>17 A. You want my explanation?</p> <p>18 Q. Yes, sir.</p> <p>19 A. Well, she wanted to do something that -- she</p> <p>20 wanted to be outdoors, from what she told me. And since</p> <p>21 she was at the Christmas party this past Christmas, that I</p> <p>22 was there, and also she was treated a little bit different</p> <p>23 than your client's daughter, who she was doing most of the</p> <p>24 work and your client's daughter was making more money than</p> <p>25 she was. So that's from what I heard. That, I don't know</p>	<p style="text-align: right;">Page 73</p> <p>1 Q. That didn't happen?</p> <p>2 A. No, sir, not like that.</p> <p>3 Q. Ms. Dawson didn't get upset --</p> <p>4 A. Not that I know of.</p> <p>5 Q. -- at any time when you-all were in Florida?</p> <p>6 A. No, sir, not that I know of.</p> <p>7 Q. Has there been an issue within Simmons Prepared</p> <p>8 Foods and Renaissance Man regarding this aged inventory</p> <p>9 agreement?</p> <p>10 A. Yes, there's been some problems on the aged</p> <p>11 inventory.</p> <p>12 Q. What were the problems?</p> <p>13 A. That we got to be responsible for it, that -- we</p> <p>14 got to be responsible for the aged inventory from what I</p> <p>15 know.</p> <p>16 Q. Down here at the bottom of Paragraph 3, do you</p> <p>17 see that (indicating)?</p> <p>18 A. (Witness reviews document.)</p> <p>19 Yes, sir.</p> <p>20 Q. It talks about "printing plates."</p> <p>21 Do you see that?</p> <p>22 A. Yes, sir.</p> <p>23 Q. Do you know what printing plates are?</p> <p>24 A. Printing plates?</p> <p>25 Q. Yes, sir, printing plates.</p>

<p style="text-align: right;">Page 74</p> <p>1 A. Well, I assume printing plates is going to be 2 plates that they're going to make a certain box or certain 3 item; they're going to print the plates for that. And 4 they're going to make like -- you recognize them -- 5 there's a Sysco classic. They're going to have to print a 6 plate to make the Sysco classic label. That's what I 7 assume it is.</p> <p>8 Q. And the label deals with the packaging?</p> <p>9 A. That's what I assume printing plates are. It 10 could be printing plates for something else, as well, so 11 that's printing plates -- I assume that's what it is.</p> <p>12 Q. Okay. Moving on along.</p> <p>13 Wayne Britt, who is Mr. Wayne Britt?</p> <p>14 A. Wayne Britt brought me to Simmons when I first 15 was introduced to Simmons.</p> <p>16 Q. Did Mr. Britt get paid some fees under the 17 Walker Foods operation?</p> <p>18 A. Yes, sir.</p> <p>19 Q. And what service was Mr. Britt providing that 20 called for him to get some fees?</p> <p>21 A. Just the introduction.</p> <p>22 Q. All right. Going back to the Walker Foods and 23 H. Walker Enterprises was 51 percent owner, correct?</p> <p>24 A. Okay, yes, sir.</p> <p>25 Q. And we know that H. Walker Enterprises owned</p>	<p style="text-align: right;">Page 76</p> <p>1 nature that I'm asking to try to defeat defenses that have 2 been raised concerning H. Walker Enterprises.</p> <p>3 So on those bases, I'm asking that the 4 witness be allowed to testify.</p> <p>5 MR. KING: He's not going to testify about 6 numbers. You can ask the questions that I just said he 7 will be permitted to answer.</p> <p>8 Q. (BY MR. SIMMS) Well, let me ask this question, 9 Mr. Walker: Other than Renaissance Man and/or Walker 10 Foods in 2009, what other businesses did H. Walker 11 Enterprises have an ownership interest in at that time?</p> <p>12 A. Best Fred Draperies, a casino business, 13 appearances, a book, probably a few more things.</p> <p>14 Q. Can you put in terms of percentages how much of 15 the revenue for H. Walker Enterprises from Walker Foods or 16 Renaissance Man were compared to the other businesses you 17 say were -- that H. Walker Enterprises had ownership in?</p> <p>18 MR. KING: I'm going to restate the same 19 objection, which is he's not going to discuss that number. 20 It doesn't have any connection to jurisdiction. 21 Jurisdiction is going to be related to H. Walker 22 Enterprises, as of the date of the filing of the 23 complaint, which is in -- started 2018.</p> <p>24 If you want to ask questions about whether 25 H. Walker Enterprises was involved in anything in Alabama</p>
<p style="text-align: right;">Page 75</p> <p>1 100 percent of Renaissance Man, correct?</p> <p>2 A. Yes, sir.</p> <p>3 Q. In 2009, other than Walker Foods or Renaissance 4 Man, what other sources of income did H. Walker 5 Enterprises have at the time?</p> <p>6 A. Oh, gee, had a lot.</p> <p>7 MR. KING: Objection. We have already said 8 we're not going to provide information relative to the 9 income that's received by H. Walker Enterprises because 10 that's irrelevant to this case, and it's not likely to 11 lead to the discovery of admissible evidence.</p> <p>12 So I am not going to permit him to testify 13 about numbers or compensation or percentages of income. 14 If you'd like to know in general what type of businesses 15 H. Walker Enterprises is involved in, I will permit him to 16 answer that question.</p> <p>17 MR. SIMMS: For the record, would you agree 18 that one of your defenses you've raised in this case is 19 that H. Walker Enterprises is not subject to jurisdiction 20 in this lawsuit in Alabama?</p> <p>21 MR. KING: Yes, that's one of the defenses.</p> <p>22 MR. SIMMS: And I say that this -- 23 discovery questions I'm asking deal with concepts of 24 liability between parent and subsidiary corporations. And 25 it also goes to motive, knowledge, notice, things of that</p>	<p style="text-align: right;">Page 77</p> <p>1 in 2018 at the time of the filing of the complaint, you 2 can ask that.</p> <p>3 MR. SIMMS: I think I'm entitled to get 4 into the parent/subsidiary liability concepts, and these 5 questions deal with that. It goes to knowledge, notice, 6 motive, those type things, for that conduct that we say 7 H. Walker Enterprises, which owns 100 percent of 8 Renaissance Man Food Services, is responsible for from a 9 legal liability standpoint. So that's the basis for my 10 questioning, in addition to jurisdiction, and jurisdiction 11 could pertain to the acts that occur prior to the filing 12 of the complaint in 2018.</p> <p>13 Are you still instructing Mr. Walker not to 14 answer those questions?</p> <p>15 MR. KING: I am.</p> <p>16 Q. (BY MR. SIMMS) Did you say earlier that after 17 Mr. Staples became the general manager for Renaissance 18 Man, he brought up the subject of a bonus, and if so, how 19 many times did he bring that subject up with you?</p> <p>20 A. No, I never said he brought up the subject of a 21 bonus. I said he gave me a lot of different bonuses -- 22 scenarios, like all types of bonus scenarios. He would 23 just send me some bonus ideas that he had and stuff, which 24 was kind of unusual because he was mostly taking money 25 from a brokerage thing, which you don't want to do that.</p>

<p style="text-align: right;">Page 78</p> <p>1 So he sent me a lot of different bonus scenarios.</p> <p>2 Q. Did you, on behalf of H. Walker Enterprises or</p> <p>3 Renaissance Man Food Services, ever agree to pay</p> <p>4 Mr. Staples any type of bonus after 2010?</p> <p>5 A. No, because I gave him raises.</p> <p>6 Q. You only gave raises?</p> <p>7 A. I gave him good raises, and that's what he</p> <p>8 wanted. He was happy with it because the way he was</p> <p>9 structuring the bonus stuff, I thought it was ridiculous.</p> <p>10 Q. Other than you and I discussing the difference</p> <p>11 between Paragraph 3 of the March 6th, 2009, employment</p> <p>12 offer made to Mr. Staples by Simmons, are you aware of</p> <p>13 Mr. Staples' employment status with Simmons changing in</p> <p>14 any other ways after March 6th, 2009?</p> <p>15 A. Okay. Repeat that again now. Repeat that</p> <p>16 again.</p> <p>17 Q. Are you aware of Mr. Staples' employment -- the</p> <p>18 terms of Mr. Staples' employment with Simmons Prepared</p> <p>19 Foods, other than what we've discussed concerning the</p> <p>20 bonus in Paragraph 3, about him moving to Walker Foods,</p> <p>21 changing in any other way since then?</p> <p>22 A. Like Simmons drawing up some new form or --</p> <p>23 Q. Any terms of his employment with Simmons</p> <p>24 changing in any other way.</p> <p>25 A. No, sir.</p>	<p style="text-align: right;">Page 80</p> <p>1 Q. And during that period of time, do you know what</p> <p>2 the net profit was -- generated between Simmons and</p> <p>3 H. Walker Enterprises and/or Renaissance Man was?</p> <p>4 A. We had some good growth.</p> <p>5 Q. Would \$14 million be fair?</p> <p>6 A. That could be fair, but it had nothing to do</p> <p>7 with Mr. Staples.</p> <p>8 Q. Mr. Staples overseeing the management didn't</p> <p>9 have anything to do with it?</p> <p>10 A. It was part. It was a part of it, because Sysco</p> <p>11 also changed the way they were doing things had a big part</p> <p>12 to do with it.</p> <p>13 Q. What was that change?</p> <p>14 A. They changed, started doing Cat Man, which is</p> <p>15 they started bidding out. And that's what changed and</p> <p>16 made a big difference for Renaissance Man, which Staples</p> <p>17 had nothing to do with that.</p> <p>18 That was Sysco; they gave me an opportunity</p> <p>19 to bid because I had been with Sysco for so long, and they</p> <p>20 were looking for a minority player to be there as well.</p> <p>21 So he just happened to be there representing Renaissance</p> <p>22 Man. So if my dog, Cheerio, was there, he could have made</p> <p>23 a profit. My thing was that spanned farther than that,</p> <p>24 which he didn't do. Sorry to say that.</p> <p>25 Q. So are you saying that Mr. Staples' efforts as</p>
<p style="text-align: right;">Page 79</p> <p>1 Q. You're not aware of any other changes?</p> <p>2 A. Of him with Simmons?</p> <p>3 Q. Yes, sir.</p> <p>4 A. No, sir.</p> <p>5 Q. All right. Did the Walker Foods operation lose</p> <p>6 money before Mr. Staples became the general manager of</p> <p>7 Renaissance Man?</p> <p>8 A. No, sir.</p> <p>9 Q. And I guess to truly answer that question, we'd</p> <p>10 need the financials from that venture.</p> <p>11 A. No, you don't.</p> <p>12 Q. We don't?</p> <p>13 A. No.</p> <p>14 Q. What do I need?</p> <p>15 A. Me telling you what it was because I started the</p> <p>16 company. So if I started the company, you started at</p> <p>17 zero, so if you make a dollar, you made a profit.</p> <p>18 Is that not correct?</p> <p>19 Q. You explained it to me.</p> <p>20 A. Okay. And we made more than a dollar.</p> <p>21 Q. Would you agree with me that for the -- that</p> <p>22 Mr. Staples was the general manager of Renaissance Man</p> <p>23 Food Services for either sometime in 2009 or 2010 up until</p> <p>24 the end of 2017?</p> <p>25 A. Yes, sir.</p>	<p style="text-align: right;">Page 81</p> <p>1 general manager for Renaissance Man did not have anything</p> <p>2 positive on the net profit that was earned by Renaissance</p> <p>3 Man and/or Simmons under this venture?</p> <p>4 A. No, he did a good job for the first couple of</p> <p>5 years, but he wasn't a key to all the profit. The key to</p> <p>6 the profit came with the bidding of Sysco. That's made a</p> <p>7 big difference.</p> <p>8 But, yes, for the first four years, we</p> <p>9 chugged along and did well. We did more than what we was</p> <p>10 doing before. But when the big bang came is when we got</p> <p>11 into the bid process, to Cat Man, which was in 2014.</p> <p>12 That's when the big bang came. They started bidding</p> <p>13 things out. And that's when all the trouble started too.</p> <p>14 Q. What trouble?</p> <p>15 A. The trouble of family coming into it, and</p> <p>16 Mr. Staples losing his way then.</p> <p>17 Q. Well, has your family been involved in the</p> <p>18 business?</p> <p>19 A. My family is my family. I own the company.</p> <p>20 That's a little bit different. And my family was working.</p> <p>21 And the ones that wasn't working, I got rid of them.</p> <p>22 Q. And Simmons has family members that worked in</p> <p>23 his business too, right?</p> <p>24 A. And they worked. Their family worked, which is</p> <p>25 a totally different thing.</p>

<p style="text-align: right;">Page 82</p> <p>1 Q. You don't think Mr. Staples or Mrs. Staples or 2 their daughter Blair worked?</p> <p>3 A. Well, I hate to tell you, you heard Blair. In 4 her statement, she said she didn't even know her mother 5 was working. And I have -- you've got an e-mail over 6 there that Kim said she hadn't heard from nobody in a 7 year. So you haven't heard from nobody in a year, that 8 means you do no work. That ain't me; that's her. And her 9 own daughter said it.</p> <p>10 And he said it, that that's not her thing. 11 She looks good, but that's what he said. He said that. I 12 didn't say that. I said, I'm not running a beauty 13 pageant. I'm not running a mother's dance studio. I'm 14 running a chicken business. People got to work. Sorry to 15 tell you that, but that's what happens. You've got the 16 e-mail.</p> <p>17 Q. Okay. So you were upset that they were not 18 working?</p> <p>19 A. Oh, yes, sir. I work.</p> <p>20 Q. Were you upset that the Staples family was not 21 working?</p> <p>22 A. Yes, sir.</p> <p>23 Q. And I know I asked this, and I need to ask this 24 question.</p> <p>25 The accounting firm for you personally, as</p>	<p style="text-align: right;">Page 84</p> <p>1 Q. It was being passed through to you?</p> <p>2 A. Yes, sir.</p> <p>3 Q. Because you were the only member?</p> <p>4 A. Yes, sir.</p> <p>5 Q. I thought we read the formation documents that 6 the only member of Renaissance Man was H. Walker 7 Enterprises.</p> <p>8 A. H. Walker Enterprises is me.</p> <p>9 Q. Okay. So here's what I'm trying to get to: Was 10 the pass-through to you solely through H. Walker 11 Enterprises?</p> <p>12 A. Explain yourself.</p> <p>13 Q. According to the Renaissance Man documents, 14 you're not a member of Renaissance business; it was 15 H. Walker Enterprises.</p> <p>16 A. Right.</p> <p>17 Q. Okay. And you're the sole member of H. Walker 18 Enterprises?</p> <p>19 A. Right.</p> <p>20 Q. So with respect to Renaissance Man, its 21 pass-through goes to H. Walker Enterprises, which then 22 passes through to you?</p> <p>23 A. It doesn't matter. I'm the only one. That's 24 why they go from Renaissance Man to H. Walker Enterprises; 25 it's Herschel that's going to end up paying the taxes.</p>
<p style="text-align: right;">Page 83</p> <p>1 for the H. Walker Enterprises and Renaissance Man, is that 2 Smith and Howard in Atlanta?</p> <p>3 A. Yes, sir.</p> <p>4 Q. Are the accounting for H. Walker Enterprises 5 combined with Renaissance Man?</p> <p>6 A. No, sir. It combined at the end because it used 7 to be a -- it's a Subchapter S now. But eventually, we 8 combined. We were just not combined at first.</p> <p>9 Renaissance Man is its own entity, and then at the end, it 10 comes back to me. I pay the tax on all of it.</p> <p>11 Q. Because it's a pass-through, and you're the only 12 member of --</p> <p>13 A. Subchapter S.</p> <p>14 Q. -- of H. Walker Enterprises?</p> <p>15 A. Yes, sir.</p> <p>16 Q. Do you pay taxes through Renaissance Man as 17 well?</p> <p>18 A. No, sir. Renaissance Man pays its own taxes and 19 stuff because it's an entity, but I pay the taxes on all 20 of it.</p> <p>21 Q. But Renaissance Man was not paying taxes until 22 it became a Subchapter S?</p> <p>23 A. No, it was paying taxes before, as well.</p> <p>24 Q. But it wasn't --</p> <p>25 A. I was paying it.</p>	<p style="text-align: right;">Page 85</p> <p>1 Q. And I'm guessing -- I'm asking: Is the taxes on 2 the accounting for H. Walker Enterprises with respect to 3 Renaissance Man all combined?</p> <p>4 A. I think eventually it probably will combine it. 5 But, eventually, they probably will combine them.</p> <p>6 Q. Was there a time when Carmen Seal at Simmons 7 Prepared Foods complained that Simmons was paying for 8 Smith and Howard's accounting bills that related to 9 H. Walker Enterprises as opposed to Renaissance Man?</p> <p>10 A. I never heard that.</p> <p>11 Q. Never heard that?</p> <p>12 A. No, sir.</p> <p>13 Q. That didn't upset you?</p> <p>14 A. I never heard it.</p> <p>15 Q. All right. In 2015, was there a meeting at your 16 lawyer's office in Atlanta where -- that was attended by 17 representatives of Simmons, Mr. David Jackson and/or 18 Mr. Todd Simmons, and the subject dealt with discussions 19 between Sysco and Simmons that Simmons was going to begin 20 bidding direct to Sysco?</p> <p>21 A. No.</p> <p>22 Q. That did not happen?</p> <p>23 A. No, I don't remember Sysco bidding direct. The 24 direct thing was -- when I found out was in Arkansas, I 25 think.</p>

<p style="text-align: right;">Page 86</p> <p>1 Q. Did you learn sometime in 2015 that Sysco, 2 through Mr. Neil Theise, Clay Mullins and Jeff Pierce had 3 met privately with Todd Simmons and Gary Murphy and Chip 4 Miller about bidding direct and not involving Renaissance 5 Man or H. Walker Enterprises going forward? 6 A. I found that out through John. 7 Q. What did Mr. Staples say about that? 8 A. That Simmons wanted to bid direct. 9 Q. When in 2015 did you learn that from 10 Mr. Staples? 11 A. I have no clue. 12 Q. Did you also learn that Sysco had met with 13 Tip Top? 14 A. No. I found that out through John. 15 Q. In 2015, did Tip Top bid direct regarding the 16 Sysco Cat Man process? 17 A. They may have tried. They still do bid. I 18 think they still do bid. But what's so important with 19 that whole statement, both companies find out it's better 20 to go through me. 21 THE WITNESS: Right, John? 22 Q. (BY MR. SIMMS) At that time, did 23 Mr. Simmons -- I mean, Mr. Staples work to convince 24 Simmons to bid through Renaissance Man one more time -- 25 A. No.</p>	<p style="text-align: right;">Page 88</p> <p>1 A. And this is 2018? 2 MR. KING: '19. 3 A. '19. And I'm still the supplier, so you know 4 that never happened. 5 Q. (BY MR. SIMMS) Well, you got a bid in 2016, 6 correct? 7 A. '14. 8 Q. I thought there was one redone in 2016? 9 A. We do it every year, but I got a bid in '14 -- 10 yeah I think '14 and '16, yes. 11 Q. The bid in 2016, was that further processed? 12 A. Yes. 13 Q. Did it also involve the commodity? 14 A. Well, I think we may have lost the commodity at 15 that time. 16 Q. Was there a meeting between Mr. Eisenman and 17 yourself and Mr. Staples where either Mr. Eisenman or you 18 instructed Mr. Staples to begin looking for additional 19 sources of income for Renaissance Man? 20 A. No. How would he look for -- I'm the one that 21 does that. 22 Q. And did Renaissance Man get the further process 23 award from Sysco in August of 2016? 24 A. I'm not sure when it was, but I know we got one. 25 Q. And following that award, did Mr. Staples meet</p>
<p style="text-align: right;">Page 87</p> <p>1 Q. -- and focus entirely on further processed 2 poultry? 3 A. No. 4 Q. That did not happen? 5 A. I do not know whether he worked directly with 6 Simmons to tell them. I think what happened was Simmons 7 found out that it would be easier and better to bid 8 through me. I don't know whether it was John or by them 9 talking to Sysco. They found out that the pay and all of 10 that would be a little bit different going through me, and 11 they figured I'd be -- easier to go through me. 12 Q. Was there a meeting with Ron Eisenman and 13 yourself and Mr. Staples where you-all discussed the 14 ramifications of what Sysco was doing in terms of 15 Renaissance Man not being viewed as the supplier anymore, 16 but was being viewed as a broker? 17 A. That has never happened. 18 Q. Never happened? 19 A. No, sir. 20 Q. And you and Mr. Eisenman did not realize that 21 the clock was ticking with respect to Renaissance Man 22 being viewed as a supplier? 23 A. Like I said, that never happened. 24 But what year was that? 25 Q. 2015.</p>	<p style="text-align: right;">Page 89</p> <p>1 with Randy Sanders and indicate to him that because of 2 that award, that DSM-2 needed to hire more employees? 3 A. He never met with Randy Sanders about that. 4 Q. And Blaine Walker wasn't in that meeting? 5 A. He never met with him about adding employees; I 6 can tell you that. Blaine would testify to that as well. 7 I wanted to add employees. That's the reason; that's the 8 reason that -- but we never done it, but John never wanted 9 to add employees. 10 Q. Are you saying that Blaine Walker and 11 Mr. Staples did not meet with Randy Sanders at 12 Hoover Courtyard in Birmingham and indicate to Mr. Sanders 13 that additional employees needed to be hired by 14 Renaissance -- excuse me -- by DSM-2 to manage the new 15 Cat Man award? 16 A. No. I'm saying that John never said about 17 hiring new employees. They may have met, but it wasn't 18 about hiring new employees. 19 Q. Okay. 20 A. Hiring more employees. 21 Q. After -- did Randy Sanders resign at some point? 22 A. Yes, sir. 23 Q. And was there an effort to hire Todd Townsend? 24 A. Yes. I know they talked about that. 25 Q. And Mr. Townsend, did he end up not working very</p>

<p style="text-align: right;">Page 90</p> <p>1 long?</p> <p>2 A. That -- let me see; that's his broker. I heard</p> <p>3 that from John, but like I said, at that time I had</p> <p>4 nothing to do with the brokerage company. I was not</p> <p>5 involved in that.</p> <p>6 Q. Was there a written agreement where Mr. Staples</p> <p>7 became a consultant to DSM-3?</p> <p>8 A. I assume there was. I assume when he became a</p> <p>9 consultant.</p> <p>10 Q. Was that following the Todd Townsend not</p> <p>11 becoming the leader of DSM-2?</p> <p>12 A. Now, see, I don't know that much about DSM-2. I</p> <p>13 know that Randy Sanders had it, and whatever happened to</p> <p>14 trying to sell it and all this stuff. So I don't know</p> <p>15 about whether he became a consultant then. I thought he</p> <p>16 became a consultant in DSM-3. I thought.</p> <p>17 Q. I'm trying to find out when, to your knowledge,</p> <p>18 did Mr. Staples become a consultant for DSM-3.</p> <p>19 A. DSM-3?</p> <p>20 Q. Yes, sir.</p> <p>21 A. See, that's when I thought he became a</p> <p>22 consultant. You said DSM-2.</p> <p>23 Q. The question was: Did he become a consultant</p> <p>24 for DSM-3 after DSM-2 was no longer being a broker?</p> <p>25 A. Yeah, I think that's when he became a</p>	<p style="text-align: right;">Page 92</p> <p>1 A. And Kim Staples, who owned 60 percent of that</p> <p>2 brokerage company.</p> <p>3 Q. After those financials were received, did</p> <p>4 Mr. Eisenman suggest creation of what we called DSM-3?</p> <p>5 A. No, sir, because the financial was never</p> <p>6 received.</p> <p>7 Q. Irrespective of that, at some point did</p> <p>8 Mr. Eisenman create DSM-3?</p> <p>9 A. No, sir. I know you're shaking your head. May</p> <p>10 I help you with it a little bit?</p> <p>11 Q. Sure.</p> <p>12 When was DSM-3 created?</p> <p>13 A. When we were in a meeting, and I found out that</p> <p>14 Kim owned 60 percent of DSM-2, and John was talking about</p> <p>15 Robert Thurber was going to buy the other 40 percent,</p> <p>16 which is the first time I ever heard of that. And I sit</p> <p>17 there saying, Wait a minute. Wait, wait, wait. No, no,</p> <p>18 no. That's not going to happen. And I said, That's not</p> <p>19 going to happen there.</p> <p>20 And that's when I said, Give it to</p> <p>21 Christian. Then I -- give it to Julie. She's right here.</p> <p>22 She knew how to sell. And John, I think, he was nervous</p> <p>23 then. He said, Oh, okay, okay, okay. So that's when</p> <p>24 DSM-3 was formed at that time.</p> <p>25 Q. And with respect to DSM-3, Mrs. Blanchard got</p>
<p style="text-align: right;">Page 91</p> <p>1 consultant.</p> <p>2 Q. All right. Let's talk about DSM-3 for a moment.</p> <p>3 MR. KING: Can we take a break at this</p> <p>4 point?</p> <p>5 MR. SIMMS: Sure.</p> <p>6 MR. KING: Thank you.</p> <p>7 (Recess in the proceedings from 11:04 to</p> <p>8 11:17 a.m.)</p> <p>9 Q. (BY MR. SIMMS) In October of 2016 -- or maybe</p> <p>10 it was September of 2016, did you request to see the</p> <p>11 financial records of DSM-2?</p> <p>12 A. Yes, sir.</p> <p>13 Q. Why were you asking to see those records?</p> <p>14 A. Because I thought at that time -- one of the</p> <p>15 things that John and I said was that he wanted a brokerage</p> <p>16 company. It wasn't going to be a profit center. He</p> <p>17 didn't want to hire anyone, and I knew it became a profit</p> <p>18 center. They were going to start DSM-3.</p> <p>19 And I said, Let me see what you-all are not</p> <p>20 doing at DSM-3 and DSM-2 because I knew that they made a</p> <p>21 lot of profit. And I think -- I think they made profit</p> <p>22 when we're trying to hire people and owners making</p> <p>23 \$300-some-thousand, and we need people to work, I thought</p> <p>24 was ridiculous.</p> <p>25 Q. Was the owner Randy Sanders?</p>	<p style="text-align: right;">Page 93</p> <p>1 the first \$125,000?</p> <p>2 A. No, sir. What it was was a match from Sarah,</p> <p>3 Kim at 85 and John 40, which made 125. Mrs. Blanchard</p> <p>4 didn't get paid for 15 months after the company started,</p> <p>5 where they had already paid yours \$85,000 and John \$40,000</p> <p>6 was already paid. And Julie ended up getting paid 15</p> <p>7 months later.</p> <p>8 Q. Did Mr. and/or Mrs. Staples invest some money</p> <p>9 into DSM-3?</p> <p>10 A. That's what John said.</p> <p>11 Q. Do you dispute that?</p> <p>12 A. Yes, sir. Because they made over</p> <p>13 \$300-some-thousand in DSM-2. And I said, Guys, I can't</p> <p>14 believe this is a profit center, so you're investing into</p> <p>15 what? What are you investing into, the money you made</p> <p>16 that's supposed to be for the employees? So he put the</p> <p>17 money right back in. So the money was supposed to be for</p> <p>18 brokers, which he didn't use it for brokers. So that was</p> <p>19 a problem I had.</p> <p>20 Q. All right. If you had a problem, did you</p> <p>21 instruct Mr. Eisenman not to draft agreements where DSM-3</p> <p>22 would pay back Mrs. Staples or Mr. Staples --</p> <p>23 A. No.</p> <p>24 Q. -- any monies they loaned to DSM-3?</p> <p>25 A. No, because I had nothing to do with the broker.</p>

<p style="text-align: right;">Page 94</p> <p>1 And I said, That is fine. The only time I jumped into the</p> <p>2 broker was when I heard that Robert Thurber was going to</p> <p>3 buy a certain amount in the thing for Christopher Thurber.</p> <p>4 That's when I jumped into the broker thing.</p> <p>5 Q. That never happened, did it?</p> <p>6 A. I know because --</p> <p>7 MR. KING: Hold on. He's got to ask the</p> <p>8 question.</p> <p>9 THE WITNESS: Oh, okay, I'm sorry.</p> <p>10 MR. KING: This is not a discussion.</p> <p>11 THE WITNESS: Oh, I'm getting mad at you.</p> <p>12 Q. (BY MR. SIMMS) You're getting mad at Mr. --</p> <p>13 A. Yeah, I'm getting mad at him.</p> <p>14 Q. All right. Robert Thurber never bought any</p> <p>15 interest in DSM-2 -- that never happened, did it?</p> <p>16 A. Because I stopped it from happening.</p> <p>17 Q. All right. Let's talk about Mr. Thurber for a</p> <p>18 moment.</p> <p>19 A. Okay.</p> <p>20 Q. When did you first meet Mr. Thurber?</p> <p>21 A. Oh, geez. Years, years ago. Probably before</p> <p>22 2002/2001. I met him through his wife, Julie.</p> <p>23 Q. Was that with the America's -- is it Miss</p> <p>24 Pageant?</p> <p>25 A. Junior Miss.</p>	<p style="text-align: right;">Page 96</p> <p>1 they considered like their brand, because when I came in,</p> <p>2 it was Famous 34. Renaissance Man, Famous 34, and all</p> <p>3 that came from Jerry Dowell. God bless him. He passed</p> <p>4 away, from Conagra, which is where I started at. So Jerry</p> <p>5 Dowell played a big role in me starting Renaissance Man,</p> <p>6 Famous 34. When I brought it to Sysco, and Sysco was my</p> <p>7 only client, Sysco just took Famous 34 as almost like, oh,</p> <p>8 we're going -- you know, we were selling it under the</p> <p>9 Famous 34 brand.</p> <p>10 Q. Did Sysco consider that brand exclusive to them?</p> <p>11 A. No.</p> <p>12 Q. No, okay.</p> <p>13 Other than what you have said so far, any</p> <p>14 other role that Mr. Thurber played in getting you in the</p> <p>15 food business?</p> <p>16 A. Like I said, he helped introduce me to people.</p> <p>17 When I was at food shows, he came by and introduced me.</p> <p>18 He was a great help. Like I said, I knew his wife, Julie.</p> <p>19 Julie was the one that I had a relationship with because</p> <p>20 we were on a board together.</p> <p>21 So she introduced me to Robert when Jerry</p> <p>22 Dowell had came to me talking about a food service thing.</p> <p>23 And Robert helped to maneuver me through Sysco. Sysco is</p> <p>24 a huge, huge company. So for a person like myself to</p> <p>25 maneuver through a big company like that, you're going to</p>
<p style="text-align: right;">Page 95</p> <p>1 Q. Junior Miss?</p> <p>2 A. Yes, sir.</p> <p>3 Q. And at that time, was Mr. Thurber, was he</p> <p>4 working for Sysco?</p> <p>5 A. Yes, sir.</p> <p>6 Q. And did Mr. Thurber -- what involvement did he</p> <p>7 have in getting you in the food business?</p> <p>8 A. He helped me. He introduced me to people. He</p> <p>9 helped me to maneuver through Sysco.</p> <p>10 Q. All right. And in fact, the name</p> <p>11 Renaissance Man, was that suggested by either Mr. Thurber</p> <p>12 or someone that worked for him?</p> <p>13 A. No.</p> <p>14 Q. Did they assist you in coming up with that name?</p> <p>15 A. No.</p> <p>16 Q. You came up with that name?</p> <p>17 A. Yes, I'm the Renaissance Man. I don't know</p> <p>18 where you get that from.</p> <p>19 Q. Mr. Thurber nor his staff or assistants played</p> <p>20 any role in creating the name Renaissance Man?</p> <p>21 A. I have no clue where it came from.</p> <p>22 Q. Okay. Did Sysco play a role in developing</p> <p>23 Famous 34?</p> <p>24 A. I don't know what you mean by "play a role."</p> <p>25 They helped me with Famous 34. So that was a thing that</p>	<p style="text-align: right;">Page 97</p> <p>1 have to have help.</p> <p>2 Q. And I know your career had been playing sports.</p> <p>3 A. Yes.</p> <p>4 Q. Then getting into the food business was</p> <p>5 something that you probably didn't have much experience</p> <p>6 with back at the time.</p> <p>7 A. That's correct.</p> <p>8 Q. Is that fair?</p> <p>9 A. Yes, sir.</p> <p>10 Q. And did you look to Robert Thurber as a mentor</p> <p>11 with respect to getting involved in food business?</p> <p>12 A. No. No, sir.</p> <p>13 Q. Okay. Who did you -- did you look to</p> <p>14 Mr. Eisenman in that regard?</p> <p>15 A. No, sir.</p> <p>16 Q. Okay. How did you go about doing it then?</p> <p>17 A. Going to food shows, working my tail off. I</p> <p>18 don't look at anyone as mentors, except the Lord Jesus and</p> <p>19 my parents. Nobody is mentors to me.</p> <p>20 Q. You didn't consider Robert Thurber a mentor?</p> <p>21 A. No, sir. And the thing about puppies, John may</p> <p>22 be a puppy. I'm a big dog. I don't play with puppies.</p> <p>23 Q. All right. Well, I think Mr. Thurber was</p> <p>24 referring to that as people he wanted to see succeed in</p> <p>25 life and he may have mentored them.</p>

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1 A. Oh, no, like I said, he helped me out a lot.
2 But I never looked at Robert as a mentor. Like I say, he
3 did a lot of great things for me. He helped me out a lot.
4 I'm not going to deny that. But I didn't look to him as a
5 mentor or anything like that. I was at the food shows or
6 whatever.
7 Q. Did you ever call Mr. Thurber up and ask his
8 advice on business in general?
9 A. Business in general?
10 Q. Yeah, about what you should do or how you should
11 go about doing things a certain way.
12 A. May have called Robert and say, How do I get
13 through something with a food thing, yes. But I also
14 called up John McIntire, another guy. I called up someone
15 else and asked them how to do certain things.
16 Q. Okay. The "Cat Man," is that just a acronym or
17 word that means "Category Management"?
18 A. Yes, sir.
19 Q. And what categories are we talking about? Is it
20 certain food product categories?
21 A. Protein, like chicken. More of your protein
22 items that I was involved in.
23 Q. And did Sysco require suppliers of products,
24 food products in Category Management to have a broker?
25 A. John told me they require you to have a broker.

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1 Once they started the bid, John said that they require you
2 to have a broker. And so I'm taking his word for that.
3 But remember, I had a couple of brokers at
4 that time. Renaissance had a few brokers at that time.
5 Whether they were any good, I had brokers at that time.
6 Q. Who were they?
7 A. I don't remember who they were, but I had
8 brokers, and John let them all go when he brought in the
9 brokerage company with the Gary Brown situation. I think
10 he said there was five of them that owned it: Kim, Gary
11 Brown, and three other people.
12 Q. Now, the broker companies, what role are they
13 supposed to play with respect to dealing with Sysco?
14 A. The broker company tries to go out and sell the
15 product. They go and meet with Sysco because they're good
16 to have faces there at the house trying to introduce new
17 product to new customers. Go out see new customers. Put
18 more -- well, in reference to Category Management, you
19 want your broker to go out and meet street people, meaning
20 Category Management.
21 Sysco is going to order chicken breasts.
22 Like if I bid on chicken breasts, Sysco is going to order
23 these chicken breasts. But I want my broker not just to
24 sell chicken breasts to Sysco, who Sysco is ordering that
25 through the bid. I want them to go sell a wing maybe to

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1 another customer. I want them to go out and sell some of
2 the -- broker try to help you doing something like that,
3 help you to advertise and different things like that.
4 Q. All right. With respect to the Category
5 Management, while Mr. Staples was acting as general
6 manager for Renaissance Man, do you know what percentage
7 of sales were acquired with respect to Sysco?
8 A. What percentage of sales --
9 Q. Was it over 100 percent?
10 A. That we were selling to Sysco?
11 Q. Yes, sir.
12 A. At what time now?
13 Q. At any time while Mr. Staples was there.
14 A. Oh, no, it wasn't 100 percent. That we -- just
15 to Sysco?
16 Q. Yes.
17 A. No, it wasn't 100 percent.
18 Q. Out of the award is what I'm talking about.
19 What percentage of the award was being
20 done?
21 A. What percentage of the award was being done?
22 Well, John would use the term 140 percent. And let me
23 break you off some of that.
24 Q. Okay.
25 A. He was wrong.

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1 Q. Explain that to me.
2 A. Let me explain this to you.
3 Q. That's kind of where I was going.
4 A. You are going to understand this, that he needed
5 to explain to you.
6 We order -- let's say we have five orders.
7 We want -- no, let's do two. We want chicken breasts and
8 wings, right? We're the only one doing chicken breasts
9 and we're doing wings over here. And we have -- out of
10 the two of these, we have five million pounds, right?
11 Two-and-a-half here and two-and-a-half here, right?
12 Well, John assumed because they're only
13 selling five million pounds -- well, let's say four
14 million pounds here and one million pounds over here, that
15 is good. But that's not, because they show you're doing
16 100-and-something percent, but you're really not because
17 you're not selling the wings. So it shows that you're
18 doing 100-and-whatever percent, but you're really not
19 doing that because you're only selling that item.
20 We had 19 private label items, where only
21 11 of them were doing okay. My thing is if you're the
22 only one in the desert that got water, people are going to
23 come buy it from you. Is that not correct?
24 Well, certain item at Sysco, we were the
25 only one doing it, so they had to buy that item. But

<p style="text-align: right;">Page 102</p> <p>1 there was other items that we were awarded, too, that was 2 dogs, that they didn't want to sell. So that's the 3 problem right there. You got to sell all of it, not just 4 that one, because we were awarded all of it, not just that 5 one item. It's easy to sell something everybody needs. 6 Does that help? 7 Q. Was that something that was upsetting you with 8 respect to what Mr. Staples was doing or the brokers for 9 Renaissance Man were doing? 10 A. I had a lot of problem with that all the time. 11 That's what I used to say all the time. They used the 12 term 114 percent, 120 percent, hundred and this, 13 hundred -- we were never at 100 percent. If we had 14 100 percent, that means that every award you won of 15 selling the amount you wanted it for. 16 Meaning that wing that was that 2.4 million 17 pounds, you sold 2.4 million. This at 2.4; you sold 2.4. 18 This at 3; you sold that. That's 100 percent. Not when 19 you're just taking one item, and you're selling over that, 20 that you have 100 percent. Because all of it is supposed 21 to be sold. That's what you want. 22 Is that good? 23 Q. Is that the -- your interpretation of what the 24 140 percent was -- 25 A. No, not my interpretation. That's what it was.</p>	<p style="text-align: right;">Page 104</p> <p>1 are we not doing it? And I said, We can do this now. 2 Q. Who was instrumental in getting Herschel Walker 3 in front of Sysco? 4 A. Jerry Dowell. 5 Q. What about Mr. Thurber? 6 A. I was already in front of Sysco before 7 Mr. Thurber came in. Mr. Thurber helped me to maneuver 8 through it. Jerry Dowell got me into Sysco. It was at 9 Conagra. 10 Q. All right. With respect to DSM-3, did it first 11 start out that Mrs. Blanchard was to own 70 percent and 12 Mrs. Staples to own 30 percent? 13 A. That never, never happened. In the meeting, the 14 meeting was Kim had 60 percent; Renaissance had 40. 15 They've got it down to 42. Robert -- or I said, No, that 16 ain't going to happen because now it's like nobody is 17 doing anything. And I said, Wait, give it to this -- I 18 said, No, give it to Julie. And I just said that. I 19 didn't mean it. I just was frustrated that we're not 20 moving. Somebody got all nervous, okay, okay, okay, and 21 agreed. And Julie got the 50 percent. That's how that 22 happened. That's all that happened. 23 Q. Now, was the vision for DSM-3 at the beginning 24 of the entity to be a female or woman-owned business? 25 A. They had mentioned that.</p>
<p style="text-align: right;">Page 103</p> <p>1 Q. That was upsetting to you? 2 A. Yes. 3 Q. And how were you communicating your displeasure 4 or upsetment (sic) to Mr. Staples? 5 A. I told him 100 times. I said, John, we got to 6 sell more than just this. We got to get into faces 7 because John, remember, he mentioned in his thing that he 8 worked at Tyson when I started out in this business. And 9 I remember John coming to my booth all the time saying, 10 Herschel, the reason you guys are not moving -- because 11 he's with the big dog now, he's with Tyson -- you-all need 12 brokers. You got to get brokers. You got to get faces in 13 front of these people. You got to get them in front of 14 these people. That's when you're going to sell. 15 Well, I didn't have any resources then to 16 get in front of people. Only it was me. So I was doing 17 what I could do at these little houses. Like I say, I'm 18 doing okay. But to get to the big picture, you had to get 19 in front of faces. Where now, we got an opportunity from 20 the resources of getting this bid and from what John said, 21 there's a percentage now that pay to brokers. Get in this 22 bid. Now, we can pay brokers to get in front of the Sysco 23 people, to get in front of the street business. Because 24 you can use that money now to pay brokers to go do that, 25 but we didn't do it. And that's why I kept saying, Why</p>	<p style="text-align: right;">Page 105</p> <p>1 Q. And Georgia Boston, who is she? 2 A. Georgia Boston, she's been working for me for 3 longer than probably anyone. One of my longest employees. 4 Q. Is she an employee of H. Walker Enterprises, 5 LLC? 6 A. No, sir. She's her own entity. I pays her 7 through -- she does her own thing. She's a private 8 contractor. 9 Q. Does she have a H. Walker Enterprises e-mail? 10 A. Yes, sir. 11 Q. Okay. And what entity pays Ms. Boston as an 12 independent contractor for her services? 13 A. The casino business. 14 Q. What's the casino business? 15 A. I get two percent of casino business, but I'm 16 their broker -- not their broker, but I'm the distributor 17 of casinos in Detroit and other areas that -- John will 18 probably tell you about that. But I do that. 19 Q. So Ms. Boston is paid by the casino business, 20 which is under the H. Walker Enterprises umbrella? 21 A. Yes, sir. 22 Q. Getting back to her, was she asked by you to 23 guide Mrs. Blanchard and Mrs. Staples towards getting the 24 woman-owned certification for DSM-3? 25 A. Yes, sir.</p>

<p style="text-align: right;">Page 106</p> <p>1 Q. Did that ever occur?</p> <p>2 A. No, sir.</p> <p>3 Q. Why not?</p> <p>4 A. Kim didn't want to give her financials because</p> <p>5 it requires you to give your -- three years of your</p> <p>6 financials to -- don't ask me why, but that's a</p> <p>7 requirement of getting certified. You have to give your</p> <p>8 financials. And I think there may be e-mails in there, as</p> <p>9 well, that she's asking for that.</p> <p>10 Q. Also have to have an office location?</p> <p>11 A. Yes, sir.</p> <p>12 Q. Going back to the events of 2015 and prior to</p> <p>13 the Cat Man award from Sysco in August of 2016, was there</p> <p>14 a time when Tip Top did, in fact, bid direct with Sysco?</p> <p>15 A. I think Tip Top was bidding directly before I</p> <p>16 came in. You know, Tip Top is very unique because they</p> <p>17 have a product that a lot of the chicken companies don't</p> <p>18 do. So they were a very unique company. So I think they</p> <p>19 was bidding direct before I came in.</p> <p>20 Q. Who is Southern Hens?</p> <p>21 A. Southern Hens? Do they do Southern Hens? I'm</p> <p>22 not sure what company that is.</p> <p>23 Q. Did Mr. Staples use Southern Hens at some point</p> <p>24 to supply product that related to the Cat Man process of</p> <p>25 Sysco?</p>	<p style="text-align: right;">Page 108</p> <p>1 with Kim as what he should be making. So that's him</p> <p>2 saying that. That didn't come from me. I may have said</p> <p>3 it, but that's what he said. I'm going by what he said.</p> <p>4 It gives him more compensation.</p> <p>5 Q. It didn't have anything to do with providing</p> <p>6 some leadership for DMS-3?</p> <p>7 A. He said that they needed leadership, and they</p> <p>8 did. And if he wasn't a leader, he kept saying that he</p> <p>9 needed leadership. So that's on him there.</p> <p>10 Q. Was it contemplated when DSM-3 was created that</p> <p>11 Mrs. Blanchard would -- what was her role going to be in</p> <p>12 the DSM-3?</p> <p>13 A. Well, when I suggested Julie Blanchard to be in</p> <p>14 DSM-3, it was an opportunity that I wanted to see some</p> <p>15 sales. And I give her that this lady can sell. She ran a</p> <p>16 \$40-some-million company in Georgia. She ran people. So</p> <p>17 she can sell, so I knew some sales were going to happen.</p> <p>18 So that's the reason I suggested her to do</p> <p>19 it because I knew she can sell. So it had nothing to do</p> <p>20 with anything else. So that's why I asked. That's what</p> <p>21 it was. I knew she could sell. It had nothing to do with</p> <p>22 leadership. I knew she could sell and move some product.</p> <p>23 Q. Was there a time when Mr. Staples went about</p> <p>24 assigning some regions to certain employees of either</p> <p>25 DSM-3 or Renaissance Man sales teams or salespeople under</p>
<p style="text-align: right;">Page 107</p> <p>1 A. Well, what's interesting I never -- I heard of</p> <p>2 George's and Tip Top and -- but I never heard of Southern</p> <p>3 Hens.</p> <p>4 Q. And I'm not sure I understood this, but do you</p> <p>5 know why Todd Townsend never took off as working for</p> <p>6 DSM-2?</p> <p>7 A. That was a John thing. I have no clue.</p> <p>8 Q. Did Mr. Eisenman prepare an employment agreement</p> <p>9 for Mr. Townsend?</p> <p>10 A. He may have. John may have asked him to. I</p> <p>11 have no clue.</p> <p>12 Q. Now, I think you said somewhere in some of your</p> <p>13 responses to some questions we had that the reason</p> <p>14 Mr. Staples became a consultant for DSM-3 was to give him</p> <p>15 more compensation.</p> <p>16 Do you recall that?</p> <p>17 A. Yes, sir.</p> <p>18 Q. It had nothing to do with trying to provide some</p> <p>19 leadership for that entity because Mr. Townsend never came</p> <p>20 onboard?</p> <p>21 A. No, sir, not that I know of because he kept</p> <p>22 saying they need leadership. And, you know, and</p> <p>23 John -- the reason you said give him more compensation had</p> <p>24 nothing to do with what I said. It had to do with what</p> <p>25 John said. Because John said he counted his salary along</p>	<p style="text-align: right;">Page 109</p> <p>1 DSM-3, giving them regions?</p> <p>2 A. I hope he was doing that. I reckon. I hope he</p> <p>3 was doing that.</p> <p>4 Q. Did Mr. Staples ask Mrs. Blanchard to take on a</p> <p>5 region?</p> <p>6 A. I heard he did, yes.</p> <p>7 Q. And was that region in Texas or Dallas?</p> <p>8 A. I have no idea where the region was at. But I</p> <p>9 told him, She don't need to take on a region because she</p> <p>10 work on a national, bigger program than just a region,</p> <p>11 which is what she does. She worked on something a lot</p> <p>12 bigger than just a little area. And I know she can sell</p> <p>13 and move big, big money, which is what I wanted her to do.</p> <p>14 Q. And you-all were living in Dallas at the time?</p> <p>15 A. Yes, sir.</p> <p>16 MR. SIMMS: Actually, this is probably a</p> <p>17 good time sort of in my outline to take a break. I know</p> <p>18 it's a little earlier than we mentioned. We can come back</p> <p>19 early.</p> <p>20 MR. KING: Okay.</p> <p>21 (Recess in the proceedings from 11:41 to</p> <p>22 12:37 p.m.)</p> <p>23 (Exhibit 10 marked.)</p> <p>24 Q. (BY MR. SIMMS) Let me show you Exhibit 10,</p> <p>25 Mr. Walker.</p>

<p style="text-align: right;">Page 110</p> <p>1 MR. KING: Document number?</p> <p>2 MR. SIMMS: It starts with RMFS 34 and I</p> <p>3 think it goes through -- whatever's the last page. It</p> <p>4 looks like it's 105 perhaps. Yeah, 105.</p> <p>5 A. Okay.</p> <p>6 Q. (BY MR. SIMMS) Okay. On Document 34,</p> <p>7 Renaissance Man 34 there, this is an e-mail from</p> <p>8 Mr. Eisenman to you, Mr. Staples and Mrs. Blanchard.</p> <p>9 A. Yes.</p> <p>10 Q. And it appears that Ms. Blanchard's e-mail</p> <p>11 address at the time is at mac.com, correct?</p> <p>12 A. Yes, sir.</p> <p>13 Q. And this concerns the LLC agreement for the new</p> <p>14 DSM sales and marketing. And I think in this case, we</p> <p>15 refer to that entity from time to time as "DSM-3" just for</p> <p>16 the sake of not having to say the name over and over and</p> <p>17 over.</p> <p>18 A. Yes, sir.</p> <p>19 Q. Have you seen this document before?</p> <p>20 A. (Witness reviews document.)</p> <p>21 Yes, I think I have.</p> <p>22 Q. All right. And it says -- there's a memo also</p> <p>23 attached, which summarizes the main terms related to the</p> <p>24 formation of DSM-3; is that correct?</p> <p>25 A. Can you tell me what page?</p>	<p style="text-align: right;">Page 112</p> <p>1 A. Well, I probably wouldn't agree with it because</p> <p>2 they've had three years to do it, and they didn't do it.</p> <p>3 Q. Okay. Well, what I'm talking about is at the</p> <p>4 formation of it back on September 30th, 2016, would you</p> <p>5 agree with me that if she read this, her expectations of</p> <p>6 DSM-3 would be that it could grow into a business beyond</p> <p>7 just this relationship with Renaissance Man?</p> <p>8 A. Ron wrote that. Kim didn't write it.</p> <p>9 Q. Okay.</p> <p>10 A. And I'm not saying she wouldn't. I'm just</p> <p>11 saying I don't know. I just go by what the past was.</p> <p>12 That's all I'm saying.</p> <p>13 Q. Well, that's at least what Mr. Eisenman is</p> <p>14 saying, isn't it?</p> <p>15 A. That's what he hoped it would, yes.</p> <p>16 Q. Okay. Let's go to page 2, which is Renaissance</p> <p>17 Man 35.</p> <p>18 A. (Witness complies.)</p> <p>19 Q. And this appears to be Mr. Eisenman's memorandum</p> <p>20 concerning creation of DSM-3.</p> <p>21 Do you agree?</p> <p>22 A. Yes, sir.</p> <p>23 Q. All right. If you look under, "Initial</p> <p>24 Ownership."</p> <p>25 A. (Witness complies.)</p>
<p style="text-align: right;">Page 111</p> <p>1 Q. No. If you're looking at this document where it</p> <p>2 says, Attached is a draft, and the next sentence says, A</p> <p>3 memo summarizing the main terms is also attached.</p> <p>4 A. Yes, sir.</p> <p>5 Q. Okay. And now Mr. Eisenman says that,</p> <p>6 Hopefully, DSM-3 will grow into a thriving business well</p> <p>7 beyond just RMFS?</p> <p>8 A. Yes.</p> <p>9 Q. Is that what he says?</p> <p>10 A. Yes sir.</p> <p>11 Q. So would you agree that at the time, on</p> <p>12 September 30th, 2016, concerning the formation of DSM-3,</p> <p>13 that the parties to DSM-3 anticipated that it would grow</p> <p>14 beyond just having a relationship with Renaissance Man</p> <p>15 Food Services?</p> <p>16 A. Yes, sir.</p> <p>17 Q. Would you agree with me that it would be fair</p> <p>18 that Mrs. Staples' expectations of the business would be</p> <p>19 that it could go beyond having a relationship with</p> <p>20 Renaissance Man Food Services?</p> <p>21 A. You say would I agree to that?</p> <p>22 Q. Yeah, will you agree with me that if she read</p> <p>23 this, she would have expectations that DSM-3 was</p> <p>24 contemplated to have a business and grow beyond just a</p> <p>25 relationship with the Renaissance Man?</p>	<p style="text-align: right;">Page 113</p> <p>1 Yes, sir.</p> <p>2 Q. Under Paragraph 2.</p> <p>3 A. Yes, sir.</p> <p>4 Q. It says, Kim and Julie will be issued both</p> <p>5 Class A membership units and Class B membership units to</p> <p>6 facilitate future gifts of the Class B membership units to</p> <p>7 family members.</p> <p>8 Did I read that correctly?</p> <p>9 A. Yes, sir.</p> <p>10 Q. Would you agree with me that it was contemplated</p> <p>11 on September 30th, 2016, that DSM-3 was going to be</p> <p>12 created and formed in such a way that additional ownership</p> <p>13 or member units could be given to family members beyond</p> <p>14 just Kim and Julie?</p> <p>15 A. Well, I'm not trying to be argumentative, but</p> <p>16 I'm just trying to be correct, that Ron wrote this,</p> <p>17 assuming that that's what it was. Now, I hope that's what</p> <p>18 they -- do you see what I'm talking about? Ron wrote it.</p> <p>19 I assume that's what he's talking about.</p> <p>20 Q. Well, the point I want to get to is isn't it</p> <p>21 true that when DSM-3 was formed, it was anticipated and</p> <p>22 provision was made that the owners or members of the LLC</p> <p>23 could give membership or ownership interest in the LLC to</p> <p>24 other family members besides Mrs. Staples and</p> <p>25 Mrs. Blanchard?</p>

<p style="text-align: right;">Page 114</p> <p>1 A. Was anticipated?</p> <p>2 Q. Yes, sir.</p> <p>3 A. I have no clue. That's what Ron wrote he would</p> <p>4 like to see it done.</p> <p>5 Q. Well, he didn't say anything about liking to see</p> <p>6 it done. It says --</p> <p>7 A. You keep saying "he," and I have no clue what he</p> <p>8 was looking for. I'm talking me; I have no clue.</p> <p>9 Q. Here's what I'm trying to get to: Do you have a</p> <p>10 recollection of being involved in the formation of DSM-3</p> <p>11 where that topic, and the topic is giving future gifts of</p> <p>12 Class Member B units to family members?</p> <p>13 A. My involvement was they're going to be 50</p> <p>14 percent owners. And after that, I think John, Kim, Julie</p> <p>15 and I left it up to however they were going to do it. I</p> <p>16 never was involved in crafting any of this here.</p> <p>17 Q. My question is not whether you were involved in</p> <p>18 crafting it.</p> <p>19 My question is: What knowledge did you</p> <p>20 have back on September 30th, 2016, that provision was</p> <p>21 being made with regard to DSM-3 that future ownership or</p> <p>22 membership interest in the LLC could be gifted by either</p> <p>23 Kim Staples or Julie Blanchard to family members?</p> <p>24 A. I had no knowledge of any of that. Only thing I</p> <p>25 wanted them to do is sell some chicken for Renaissance</p>	<p style="text-align: right;">Page 116</p> <p>1 it may be a Class B, to family members in the future?</p> <p>2 A. No. Wait, now, I remember one thing that was</p> <p>3 said and it's -- wait, wait. And no, I'm not going to say</p> <p>4 it because I don't know whether that was in this or</p> <p>5 something else so -- but I don't remember anything talking</p> <p>6 about giving to family members unless you die, I reckon,</p> <p>7 but I don't remember anything said about that.</p> <p>8 That's what I'm saying; I don't recall any</p> <p>9 of that. All I remember is creating DSM-3 and 50 percent</p> <p>10 ownership, and now we're going to get going, and do what</p> <p>11 we got to get done. That's it.</p> <p>12 Q. Then let's keep going, okay? It says, Although</p> <p>13 you will not be granting actual equity ownership, and I'm</p> <p>14 going to keep going with that sentence, but I want to stop</p> <p>15 right there.</p> <p>16 Is the "you" referring to Mrs. Staples and</p> <p>17 Mrs. Blanchard?</p> <p>18 A. Which one are you looking at?</p> <p>19 Q. Where it says, Although you will not be granting</p> <p>20 actual equity ownership, is the "you" referring to</p> <p>21 Mrs. Staples and Mrs. Blanchard?</p> <p>22 A. (Witness reviews document.)</p> <p>23 That, I don't know --</p> <p>24 Q. All right.</p> <p>25 A. -- who "you" is. I'm looking up here to see if</p>
<p style="text-align: right;">Page 115</p> <p>1 Man. I didn't care whether they gave it to family</p> <p>2 members, gave it to -- and I'm not trying to be</p> <p>3 argumentative. I'm just saying I didn't really care that</p> <p>4 much about DSM-1, 2, 3, whatever they were. I cared about</p> <p>5 selling chicken.</p> <p>6 Q. All right. Do you even have a recollection that</p> <p>7 the ability to give ownership or membership interest to</p> <p>8 family members was discussed?</p> <p>9 A. No, sir. I don't think that was discussed at</p> <p>10 all. I don't think now.</p> <p>11 Q. Now, was the purpose of Mr. Eisenman doing this</p> <p>12 memo to memorialize what had been discussed about how DSM</p> <p>13 was being formed and structured?</p> <p>14 A. I don't think they even knew what it was. So</p> <p>15 that's what I'm saying; in the meeting, I think they</p> <p>16 wanted him to draw up a contract. And to be honest with</p> <p>17 you, this looked like a great contract. So it would have</p> <p>18 been great if that's what happened. I think it would have</p> <p>19 been wonderful.</p> <p>20 But my -- you asked me my recollection, and</p> <p>21 my recollection is they was 50 percent owners, and they</p> <p>22 were going to go out and sell chicken, and I was excited</p> <p>23 about that. That's my recollection of that.</p> <p>24 Q. You don't have a recollection that the formation</p> <p>25 would allow the gifting of membership interests, although</p>	<p style="text-align: right;">Page 117</p> <p>1 you got a "you" there, and I don't see who you is</p> <p>2 referring to.</p> <p>3 Q. All right. And it says, Granting actual equity</p> <p>4 ownership at this time to Todd.</p> <p>5 Is "Todd" referring to Todd Townsend?</p> <p>6 A. It could be. That, I don't know. Barbara,</p> <p>7 Todd, Christopher.</p> <p>8 Q. Who is Barbara? Is that Barbara Humphrey?</p> <p>9 A. I'm thinking Barbara Humphrey and</p> <p>10 Christopher Thurber.</p> <p>11 Q. All right. Christopher is Christopher Thurber?</p> <p>12 A. That's who I'm thinking, but I don't know.</p> <p>13 Q. It says, The LLC Agreement does contain</p> <p>14 revisions for future grants of Class B membership units,</p> <p>15 so-called profit interest grants, to one or more of them</p> <p>16 if approved by the board.</p> <p>17 So as DSM is being created, the operating</p> <p>18 agreement allows for Todd Townsend, Barbara Humphrey and</p> <p>19 Christopher Thurber to have a membership interest,</p> <p>20 although it's a Class B-type interest; is that correct?</p> <p>21 A. Yeah, that looks like that's correct. I thought</p> <p>22 Todd Townsend was gone.</p> <p>23 Q. That's why I'm about to ask you about that.</p> <p>24 A. Oh, well, that -- that's why I don't know.</p> <p>25 That's what it says.</p>

<p style="text-align: right;">Page 118</p> <p>1 Q. Was Todd Townsend intended to be the leader of 2 DSM-3? 3 A. That, you need to go with Mr. Staples. I have 4 no clue. 5 Q. Okay. 6 A. I know Todd Townsend's name was mentioned in a 7 lot of different things. You know what I'm saying? I 8 have no clue on this here. 9 Q. All right. And then we go to page 36 there, 10 which is page 2 of the memorandum. 11 A. (Witness complies.) 12 Q. And we talk about -- Paragraph 7 deals with 13 distribution. 14 Do you see that? 15 A. Yes, sir. 16 Q. All right. It says, The distributions will 17 be -- and I think it's sort of a priority, first -- the 18 first distribution is to Mrs. Blanchard. 19 A. Yes. 20 Q. In an amount equal to the positive difference 21 between \$125,000 minus any compensation paid to 22 Mrs. Blanchard during each or such year. 23 A. Yes, sir. 24 Q. Okay. So Ms. Julie is going to get \$125,000? 25 A. Yes.</p>	<p style="text-align: right;">Page 120</p> <p>1 Am I correct? 2 Q. The document says that. 3 A. Okay. 4 Q. Page 39? 5 A. Page 39. 6 Q. Which is page 5 of the agreement. 7 A. Oh, okay. 8 Q. That deals with the women certification that we 9 talked about earlier today, correct? 10 A. What line are you looking at? 11 Q. Paragraph 12, Special WBE Provisions. 12 A. (Witness reviews document.) 13 Oh, yeah. Yes, sir. 14 Q. All right. Prior to December 31st, 2017, to 15 your knowledge, were there any modifications or changes to 16 the memorandum prepared by Mr. Eisenman and/or the 17 operating agreement of DSM-3? 18 A. Not to my knowledge that I can say. 19 Q. When did Mrs. Blanchard first begin using an 20 H. Walker Enterprises e-mail? 21 A. Well, she's used it for a while because, you 22 know, she helps me on a lot of other different stuff that 23 deals with a lot of different things other than when she 24 started doing the broker thing. She did appearances and a 25 lot of different things she was helping me with. So</p>
<p style="text-align: right;">Page 119</p> <p>1 Q. That's the first distribution to be made, 2 correct? 3 A. Yes. 4 Q. Okay. And then, Second, on a pro rata basis to 5 the members in accordance with their capital contribution 6 account. 7 Did I read that correctly? 8 A. Yes, sir. 9 Q. And then to the members, and it uses the words, 10 Initially Julie and Kim, in accordance with their 11 respective membership percentages. 12 Did I read that correctly? 13 A. Yes, sir. 14 Q. And then do you know if the putting in 15 parentheses, Initially to Julie and Kim, contemplates the 16 giving of membership interests to either family members or 17 to Todd Townsend, Barbara Humphrey or Christopher Thurber? 18 A. That, I wouldn't know whether that meant that. 19 Now, may I put something on the record that 20 you said, that you made a mistake? 21 Q. Sure. 22 A. If we go to page -- it's 3, in the first 23 paragraph, which talks about the 125 that Julie was going 24 to get, it's almost spelling out, which I said earlier, is 25 the 25 and 40 that John and Kim got in this area.</p>	<p style="text-align: right;">Page 121</p> <p>1 she's -- I think she's had it for a little while. 2 Q. Was Mrs. Blanchard -- when would you say she 3 first became employed by H. Walker Enterprises? 4 A. She never have. I never paid her. 5 Q. She's never been paid? 6 A. No, sir. She just helped me because 7 she's my -- she's my rock. 8 Q. Now, did the waffles first become an item to be 9 sold in December of 2016? 10 A. No, the waffles were before that. 11 Q. The waffles did not come into being when you-all 12 met with PFG corporate in Richmond, Virginia? 13 A. No, sir. Waffles was before 2016. 14 Q. All right. In January of 2017, did Mr. Eisenman 15 indicate to Mr. Staples that you and he did not want 16 Simmons to have anything to do with the waffles? 17 A. You -- me and -- 18 Q. Mr. Eisenman indicate to Mr. Staples that you 19 and Mr. Eisenman did not want Simmons having anything to 20 do with waffles? 21 A. I don't think that was a statement. I don't 22 think the statement is like that. 23 Q. What do you think the statement is? 24 A. The statement is if they're not involved like 25 what we were doing with the Jet situation, then they don't</p>

<p style="text-align: right;">Page 122</p> <p>1 have anything to do with the waffles.</p> <p>2 Q. And not having anything to do, meaning under the</p> <p>3 course of dealings between Simmons Prepared Foods and</p> <p>4 H. Walker Enterprises and/or Renaissance Man Food</p> <p>5 Services, Simmons would not participate in the 65/35</p> <p>6 profit split?</p> <p>7 A. No. What he was talking about in that was John</p> <p>8 was the one that called Simmons and see if they can</p> <p>9 deliver it because to deliver it from Atlanta, Georgia,</p> <p>10 where HartyBake is located, to Arkansas, back to Georgia</p> <p>11 would cost too much for the waffles, so Simmons couldn't</p> <p>12 do it.</p> <p>13 There's an e-mail, I think, that he asks</p> <p>14 someone about it. And so Simmons couldn't do that, so</p> <p>15 they're not building that at all. So that entity right</p> <p>16 there is almost that they have nothing to do with it.</p> <p>17 Yeah, so I think that's what you're asking about. I</p> <p>18 assume that's what you're asking about.</p> <p>19 Q. Okay. I don't think that's what I'm asking</p> <p>20 about.</p> <p>21 A. Oh, okay.</p> <p>22 Q. What I'm trying to get you to explain to me is</p> <p>23 what is meant by Simmons having no involvement mean?</p> <p>24 A. That right there, that they have no involvement</p> <p>25 in -- they wasn't shipping it. They were not billing it,</p>	<p style="text-align: right;">Page 124</p> <p>1 waffles being discussed at the time, were those waffles</p> <p>2 that involved the Jet Food C-Store matter or were those</p> <p>3 some different kind of waffles?</p> <p>4 A. I don't think there was any waffles in January</p> <p>5 of -- wait a minute. In 2017?</p> <p>6 Q. January of 2017.</p> <p>7 A. I don't think there was any -- I think we -- at</p> <p>8 that time, they were trying to sell waffles, and they</p> <p>9 weren't sure what they were going to do with the waffles</p> <p>10 at that time. So I don't think there was any waffles, but</p> <p>11 that was a thing that was made, and I think Simmons</p> <p>12 understood that, as well. If they're not picking it up</p> <p>13 and delivering and anything like that, that's the reason</p> <p>14 they will be billed and did everything through in</p> <p>15 Savannah. Because they had nothing -- they were not even</p> <p>16 touching it, doing anything with it.</p> <p>17 Q. In March of 2017, was there a food service</p> <p>18 waffle order from PFG Lester in Nashville, Tennessee?</p> <p>19 A. Yes, sir. I think PFG Lester -- I'm not sure of</p> <p>20 the dates, but I think PFG Lester did order something.</p> <p>21 Q. Did you or Mr. Eisenman instruct Mr. Staples to</p> <p>22 sell those waffles through H. Walker Enterprises, LLC?</p> <p>23 A. I never instructed Mr. Staples to sell anything</p> <p>24 through H. Walker Enterprises, LLC.</p> <p>25 Q. Do you know when Mr. Staples first learned about</p>
<p style="text-align: right;">Page 123</p> <p>1 so they couldn't ship it. They couldn't bill it, just for</p> <p>2 that entity right -- not -- just for that sale there of</p> <p>3 Jet because a -- a Stir distributor who was in, I think,</p> <p>4 Brunswick, Georgia, there was no trucks or anything that</p> <p>5 could deliver from Atlanta, Georgia, to Brunswick.</p> <p>6 Simmons couldn't do that.</p> <p>7 And for Simmons, what John wrote Simmons,</p> <p>8 I'm not sure of the young lady, there's an e-mail, if they</p> <p>9 can do that, and they couldn't do it. So now we're going</p> <p>10 to have to bill that, and the trucks are going to deliver</p> <p>11 it. My brother delivered it because he worked for Sysco,</p> <p>12 so on his day off, he delivered it from HartyBake all the</p> <p>13 way down to Brunswick to wherever Stir is located.</p> <p>14 Q. I was in the January 2017 time period.</p> <p>15 A. Okay.</p> <p>16 Q. It's my understanding that Jet Food had not even</p> <p>17 come up yet in January of 2017.</p> <p>18 A. No, that's what I'm talking about. If it -- a</p> <p>19 scenario like Jet, where they have nothing to do with it,</p> <p>20 they have nothing to do with it. So that's what he's</p> <p>21 talking about.</p> <p>22 Q. Let's back up then.</p> <p>23 A. Okay.</p> <p>24 Q. And I want to get some clarity.</p> <p>25 In January 2017, with respect to the</p>	<p style="text-align: right;">Page 125</p> <p>1 the C-Store/Jet Foods waffle matter?</p> <p>2 A. When it first came about.</p> <p>3 Q. When was that?</p> <p>4 A. When it first started. I don't know when it</p> <p>5 first started, but John was in on the whole thing when it</p> <p>6 first started. He was the one that put the deal together</p> <p>7 that they couldn't even deliver to Brunswick. He was the</p> <p>8 one that also picked the person out to order those bins</p> <p>9 that I put in. He's the one that got the people to order</p> <p>10 the bins. Julie had someone that designed them. He found</p> <p>11 the people that designed them. I think there's an e-mail</p> <p>12 to that, as well.</p> <p>13 So he learned about that at the very</p> <p>14 beginning of the whole deal.</p> <p>15 Q. Was it Mrs. Blanchard that communicated to</p> <p>16 Mr. Staples about the Jet Food waffles in its stores?</p> <p>17 A. Yes, sir.</p> <p>18 Q. And when she communicated that to him, was she</p> <p>19 acting on behalf of DSM-3 or H. Walker Enterprises?</p> <p>20 A. DSM-3. She was selling. She was the broker.</p> <p>21 And you got to go back. Remember, they have to sell. And</p> <p>22 I think you're forgetting about something. This waffle</p> <p>23 thing goes way back in starting of this. And not to be</p> <p>24 mean, but you're jumping way ahead how this waffle thing</p> <p>25 came about. And I'm not sure if you want to stay there or</p>

<p style="text-align: right;">Page 126</p> <p>1 go back.</p> <p>2 Q. Well, I'm trying to get into the Jet Food</p> <p>3 waffles.</p> <p>4 A. Right. And that's the reason the Jet Food</p> <p>5 waffles started to be sold.</p> <p>6 Q. Right. Now, I think you just told me that</p> <p>7 Mr. Staples learning about --</p> <p>8 A. No, not learning about. No, no. Mr. Staples</p> <p>9 knew it from the beginning. He didn't learn about</p> <p>10 Jet Food. Mr. Staples was in on this at the very</p> <p>11 beginning of the selling waffles to Jet Food store.</p> <p>12 Q. When did the beginning of the sale of waffles to</p> <p>13 Jet Food first occur, month, year?</p> <p>14 A. I have to look that up somewhere.</p> <p>15 Q. Do you have anything to dispute that it was not</p> <p>16 April or May of 2017?</p> <p>17 A. Like I said, I have to look that up, the date,</p> <p>18 because the waffles was talked about all through a call on</p> <p>19 Fridays. I heard this. Waffles were talked about.</p> <p>20 Waffles, waffles, waffles, but no waffles were being sold.</p> <p>21 Q. What calls were taking place on Fridays?</p> <p>22 A. John has a call every Friday.</p> <p>23 Q. Every Friday?</p> <p>24 A. Every Friday they were having a call with all</p> <p>25 the people from DSM and Renaissance Man.</p>	<p style="text-align: right;">Page 128</p> <p>1 were done.</p> <p>2 Q. And as a matter of routine, there was a call</p> <p>3 every Friday?</p> <p>4 A. Yes, sir.</p> <p>5 Q. But it's your contention that Mr. Staples and</p> <p>6 Mrs. Staples and Blair Staples were not working?</p> <p>7 A. Yes. Because just because you initiate a call</p> <p>8 don't mean you're doing any work.</p> <p>9 Q. Following these calls each week, did</p> <p>10 Jennifer Dawson produce some documents that show which</p> <p>11 regions and what persons were responsible for that region,</p> <p>12 what their efforts of selling were?</p> <p>13 A. I'm not sure if she did.</p> <p>14 Q. You haven't seen those documents?</p> <p>15 A. No. If you got them, I'd like to see them.</p> <p>16 Q. Okay.</p> <p>17 A. You have them?</p> <p>18 MR. SIMMS: I think we produced them in the</p> <p>19 lawsuit.</p> <p>20 Q. (BY MR. SIMMS) Would those documents be</p> <p>21 reflective of activities being performed by Mrs. Staples</p> <p>22 and/or Blair Staples?</p> <p>23 A. I think you're confused. We're a company that</p> <p>24 sells waffles. Not one or two waffles, not three or four</p> <p>25 waffles, not a case of waffles. We sell a bunch of</p>
<p style="text-align: right;">Page 127</p> <p>1 Q. And would that have included Mrs. Staples and</p> <p>2 Blair Staples?</p> <p>3 A. That included everybody. Everybody from the --</p> <p>4 oh, sorry; everyone on the call.</p> <p>5 Q. So every Friday, Mr. Staples would initiate a</p> <p>6 call involving employees at the time of DSM-3 and</p> <p>7 Renaissance Man employees that were involved in sales</p> <p>8 related to Renaissance Man?</p> <p>9 A. On Friday, Mr. Staples was initially calling not</p> <p>10 just to DSM-3, but DSM-2, DSM-1, with Renaissance Man</p> <p>11 employees and DSM employees. That was a call on Fridays</p> <p>12 that they had.</p> <p>13 Q. And what was the purpose of having the Friday</p> <p>14 calls?</p> <p>15 A. To go over different things happening in the</p> <p>16 company.</p> <p>17 Q. Was one of them to manage sales efforts?</p> <p>18 A. Yes, sir.</p> <p>19 Q. And Mrs. Staples would participate?</p> <p>20 A. Sometimes.</p> <p>21 Q. And Blair Staples would participate?</p> <p>22 A. Yes, sir.</p> <p>23 Q. And this happened every Friday?</p> <p>24 A. Well, every now and then, they may not have a</p> <p>25 call, but the majority of Fridays, that's when the calls</p>	<p style="text-align: right;">Page 129</p> <p>1 waffles. I think that's what you're confusing. Selling</p> <p>2 is not just selling one item. Selling is -- you know,</p> <p>3 we're a multimillion dollar company, not selling one item.</p> <p>4 Q. Yes, sir. I'm not talking about waffles right</p> <p>5 now.</p> <p>6 A. No, no. I'm saying --</p> <p>7 Q. I'm talking about what documents were generated</p> <p>8 after the weekly conference on Fridays that Ms. Dawson may</p> <p>9 have prepared related to what each person who had a</p> <p>10 region's activities were.</p> <p>11 A. Well, what's funny, I thought you didn't even</p> <p>12 know about there was a call on Friday.</p> <p>13 Q. I think I know.</p> <p>14 What I want to know is: Have you looked at</p> <p>15 those documents to see the level of work being performed</p> <p>16 by Mrs. Staples --</p> <p>17 A. Yes, sir.</p> <p>18 Q. -- or Blair Staples?</p> <p>19 A. Yes, sir.</p> <p>20 Q. And what were your conclusions?</p> <p>21 A. They're not selling.</p> <p>22 Q. They're not selling?</p> <p>23 A. Yes, sir.</p> <p>24 Q. Okay. Let's get back to the Jet Food waffle.</p> <p>25 Did that selling of the Jet Food waffles in</p>

<p style="text-align: right;">Page 130</p> <p>1 Jet Food stores first come about in April or May of 2017?</p> <p>2 A. It was around that time. I'm not sure of the</p> <p>3 time it came about.</p> <p>4 Q. And did that first get communicated to</p> <p>5 Mr. Staples by Mrs. Blanchard?</p> <p>6 A. Yes, sir, I assume it did.</p> <p>7 Q. All right. And did she at some point indicate</p> <p>8 to Mr. Staples to change the brand to Famous 34?</p> <p>9 A. No, sir.</p> <p>10 Q. No?</p> <p>11 A. No. You want to know when that was initiated?</p> <p>12 Q. We're going to get to that.</p> <p>13 A. Okay.</p> <p>14 Q. Do you know if Mr. Staples had discussed</p> <p>15 Simmons' involvement in the sale of waffles to Jet Food?</p> <p>16 A. I know he asked the people from Simmons if they</p> <p>17 can deliver it to Jet. I know that.</p> <p>18 Q. Do you know if he asked them if they wanted to</p> <p>19 be involved in the sale of waffles to Jet Food and</p> <p>20 Jet Food convenience stores?</p> <p>21 A. I doubt he would ask them if they wanted to be</p> <p>22 involved in Jet Food.</p> <p>23 Q. Whether you doubt it or not, do you know if he</p> <p>24 talked to them about it?</p> <p>25 A. No.</p>	<p style="text-align: right;">Page 132</p> <p>1 a meeting with Mr. Usry at Mr. Usry's home, because he was</p> <p>2 sick or had some health issues, related to sale of waffles</p> <p>3 to Jet Food?</p> <p>4 A. Yes, sir.</p> <p>5 Q. When did that take place, Mr. Walker?</p> <p>6 A. Oh, geez, I don't remember the date, but I know</p> <p>7 that did happen.</p> <p>8 Q. Now, did Mrs. Blanchard want what's known as end</p> <p>9 cap and floor displays for these waffles in the Jet Food</p> <p>10 stores?</p> <p>11 A. Mrs. Blanchard?</p> <p>12 Q. Mrs. Blanchard.</p> <p>13 A. She didn't want that. David Usry wanted it.</p> <p>14 That's what he wanted. He said that's the only way they</p> <p>15 could sell is having some type of end cap and display in</p> <p>16 the store they can sell.</p> <p>17 Q. Did Mrs. Blanchard also want some type of</p> <p>18 signage for the Jet Food stores?</p> <p>19 A. She didn't want that. He wanted that.</p> <p>20 Q. Mr. Usry did?</p> <p>21 A. Yes, sir.</p> <p>22 Q. How many stores are we talking about for</p> <p>23 Jet Food?</p> <p>24 A. 50.</p> <p>25 Q. Did you instruct Mr. Staples not to worry about</p>
<p style="text-align: right;">Page 131</p> <p>1 Q. In April and May of 2017, had there been waffle</p> <p>2 sales to any entities other than PFG Lester out of</p> <p>3 Nashville?</p> <p>4 A. I think they had -- some restaurant in Bama may</p> <p>5 have sold some, I think.</p> <p>6 Q. Baumhower's?</p> <p>7 A. I think that's it.</p> <p>8 Q. Did Mrs. Blanchard begin an effort to develop</p> <p>9 the sale of waffles to Jet Food in their convenience</p> <p>10 stores?</p> <p>11 A. Did she begin the effort?</p> <p>12 Q. Yes, sir.</p> <p>13 A. Yes, sir.</p> <p>14 Q. Was she the one leading that, or was that you?</p> <p>15 A. Oh, I helped to lead it because I knew</p> <p>16 David Usry because he's from that area where I'm from.</p> <p>17 Q. Who is David Usry?</p> <p>18 A. He's one -- I think he's one of the ones that</p> <p>19 sits on the board to buy things at Jet Food store.</p> <p>20 Q. Did you or Mrs. Blanchard, or maybe both of you</p> <p>21 together, make a request to Mr. Staples to prepare a</p> <p>22 presentation to be made to Mr. Usry at Jet Food related to</p> <p>23 sale of waffles?</p> <p>24 A. No, sir.</p> <p>25 Q. Did you and Mrs. Blanchard and Mr. Staples have</p>	<p style="text-align: right;">Page 133</p> <p>1 the costs associated in doing the displaying and the</p> <p>2 signage for the sale of these waffles in the 50 Jet Food</p> <p>3 stores?</p> <p>4 A. I never even talked to him about anything that</p> <p>5 costs.</p> <p>6 Q. And was the meeting with Mr. Usry in June of</p> <p>7 2017?</p> <p>8 A. That could have been.</p> <p>9 Q. All right. And this would have been down at</p> <p>10 Mr. Usry's home, close to -- you grew up in -- is it</p> <p>11 Wrightsville?</p> <p>12 A. Yes. It's in Sandersville, Georgia.</p> <p>13 Q. So did you and Mrs. Blanchard and Mr. Staples</p> <p>14 meet with Mr. Usry?</p> <p>15 A. Yes, sir.</p> <p>16 Q. And after that meeting was over with, outside of</p> <p>17 Mr. Usry's residence -- let me back up.</p> <p>18 What kind of condition was Mr. Usry under</p> <p>19 at the time you-all had this meeting? Was he bedridden,</p> <p>20 in a wheelchair, or what?</p> <p>21 A. No, sir. He was able to move around a little</p> <p>22 bit. I'm not sure what happened. He was able to move</p> <p>23 around. There was a couple other people there. They had</p> <p>24 their marketing lady there, and there was one other</p> <p>25 gentleman there.</p>

<p style="text-align: right;">Page 134</p> <p>1 Q. Was there somebody there from Stewart Foods?</p> <p>2 A. Yes, there was.</p> <p>3 Q. Okay. After the meeting inside with Mr. Usry,</p> <p>4 did you and Mr. Staples and Mrs. Blanchard, in the process</p> <p>5 of leaving, did you-all discuss what had taken place in</p> <p>6 making a presentation to Mr. Usry about the waffles?</p> <p>7 A. No, sir, we never made a presentation.</p> <p>8 Q. Was Stewart Candies going to be the distributor</p> <p>9 of the waffles?</p> <p>10 A. I don't know what you're calling Stewart. It's</p> <p>11 Stewart Distributors was going to be the distributor of</p> <p>12 the waffles. They make Stewart candy or something.</p> <p>13 Q. How were the waffles going to get from HartyBake</p> <p>14 to Stewart?</p> <p>15 A. That's the problem that we had, and that's the</p> <p>16 problem that it stemmed from, that Simmons couldn't</p> <p>17 deliver because they were not delivering to Stewart down</p> <p>18 in that area. So we had to work out a deal to get the</p> <p>19 waffles from HartyBake to Brunswick, Georgia, so it would</p> <p>20 be cost effective. Because, like I said, if you go</p> <p>21 from -- and I think John found this out -- you go from</p> <p>22 Atlanta to Arkansas, then back to Brunswick, it costs too</p> <p>23 much. So to be cost effective, we had to find a way out</p> <p>24 to get from Atlanta to Brunswick.</p> <p>25 Q. Is Brunswick where Stewart Distributors are</p>	<p style="text-align: right;">Page 136</p> <p>1 one called digital and one a traditional having a plate as</p> <p>2 opposed to digital?</p> <p>3 A. Yes, sir, I assume.</p> <p>4 Q. All right. And -- okay.</p> <p>5 So let me make sure I understand with</p> <p>6 respect to the Jet Food waffles.</p> <p>7 There was going to be some cost associated</p> <p>8 in getting a film that would create the logo and the</p> <p>9 packaging information that individually wrapped the</p> <p>10 waffle?</p> <p>11 A. Yes, sir.</p> <p>12 Q. And there would have been costs associated in</p> <p>13 having displays inside the Jet Food convenience stores,</p> <p>14 correct?</p> <p>15 A. Yes, sir.</p> <p>16 Q. Now, is it your understanding that Stewart</p> <p>17 Distribution, its distribution capabilities at the time</p> <p>18 related to the Jet Food waffles only dealt with fresh and</p> <p>19 nonperishable products?</p> <p>20 A. At that time, Stewart didn't have a freezer</p> <p>21 storage. So they had -- when it hit Stewart, they had to</p> <p>22 get it out because they didn't have freezer storage. They</p> <p>23 just put in freezer storage not long ago.</p> <p>24 Q. Did Mr. Staples discuss with you and</p> <p>25 Mrs. Blanchard that this was going to present a logistical</p>
<p style="text-align: right;">Page 135</p> <p>1 located?</p> <p>2 A. I think so. I think that's where they're</p> <p>3 located.</p> <p>4 Q. Okay. And do you know why the deliver -- let me</p> <p>5 back up.</p> <p>6 To your knowledge, did HartyBake have</p> <p>7 freezer storage to maintain inventory of the Jet Food</p> <p>8 waffles?</p> <p>9 A. No, I don't think so.</p> <p>10 Q. So when the waffles, if HartyBake was producing</p> <p>11 them, are coming off the production line, they had to be</p> <p>12 transported then and there to Stewart Distribution?</p> <p>13 A. I'm not sure what HartyBake has. I just know</p> <p>14 they made the waffles and picked up and sell. If they</p> <p>15 have freezer storage, they don't have a lot because</p> <p>16 there's not a big place. It's a small place.</p> <p>17 Q. And let me make sure I understand.</p> <p>18 These waffles for Jet Food, were these</p> <p>19 going to be individually packaged and have Famous 34 brand</p> <p>20 on the outside of the packaging?</p> <p>21 A. Yes, sir.</p> <p>22 Q. And in order to prepare that packaging, would</p> <p>23 there have to be film developed related to that?</p> <p>24 A. Yes, sir.</p> <p>25 Q. And are there two ways of developing the film,</p>	<p style="text-align: right;">Page 137</p> <p>1 problem related to the distribution of the waffles in the</p> <p>2 Jet Foods, and that the cost associated with it would be</p> <p>3 prohibitive?</p> <p>4 A. No, we never talked about cost being</p> <p>5 prohibitive. We talked about we got a logistic problem.</p> <p>6 What are we going to do to work it out? And we worked it</p> <p>7 out and found a way that we can do it.</p> <p>8 Q. Did you ever tell Mr. Staples that he did not</p> <p>9 have authority to question the cost involved in doing the</p> <p>10 Jet Food waffle?</p> <p>11 A. I've never said that to John.</p> <p>12 Q. So you deny that?</p> <p>13 A. Yes, I deny that. I never said that to John.</p> <p>14 Q. Did you tell Mr. Staples that you were the CEO,</p> <p>15 and that Simmons would pay for everything through the</p> <p>16 normal process?</p> <p>17 A. I never told John something like that. John</p> <p>18 makes up a lot of crap.</p> <p>19 Q. You think that's crap?</p> <p>20 A. Yeah, that's crap. That's a lie. I never said</p> <p>21 that.</p> <p>22 Q. But you would agree with me that in doing the</p> <p>23 Jet Foods waffle, there were some costs associated in</p> <p>24 doing that venture, correct?</p> <p>25 A. No, sir, I wouldn't agree with that. Because</p>

<p style="text-align: right;">Page 138</p> <p>1 I'm saying I'll work it out. I'm the CEO; I worked it 2 out. It was worked out; then it worked. 3 Q. Let's back up. 4 I thought you agreed with me that we got 5 cost -- we're going to have to -- I'm talking about 6 Jet Food waffles now. 7 A. Okay. All right. Let's talk about it. 8 Q. We're going to have to pay HartyBake to make 9 them. 10 A. Right. 11 Q. We're going to have to buy some film that we 12 take and give to HartyBake, either through a plate or 13 digitally, to create a package to individually wrap the 14 waffle? 15 A. Right. 16 Q. There's a cost there? 17 A. Yes. 18 Q. There's cost in getting these display items in 19 50 Jet Food stores? 20 A. Yes, sir. 21 Q. There's cost associated in doing signage? 22 A. There is. 23 Q. There's cost associated in trying to find some 24 entity that has refr- -- or frozen transportation 25 capabilities, to take the product from HartyBake to the</p>	<p style="text-align: right;">Page 140</p> <p>1 profit made on the situation from Jet. I don't think 2 there was anything made. Because I'm looking on the other 3 end. If we get it in there, we got to get this waffle 4 showing, get it done, because when John first thought of 5 these waffles, he made the brand Mama's Cooking. Well, 6 Mama's Cooking is going to compete against Nabisco. Who 7 wants all the baking company to compete against all these 8 great baker companies? But Herschel Famous 34 waffles in 9 the south sold pretty good. So we didn't have to compete 10 against all that, so it got the leg to start running and 11 we sold chicken. 12 And also, not only did we sell 50 -- we 13 only sold 50 of those bins to Jet. The other 200 went to 14 U.S. Foods. So there was a lot of bigger pictures than 15 just Jet Food store. 16 Q. I want to talk about Jet Foods. 17 A. Well, you asked me about if there was cost, and 18 I said, no, I'm looking at a bigger picture. 19 Q. Do you know when the film invoices and the 20 display invoices for Famous 34 waffles for Jet Foods came 21 in? 22 A. No, sir. 23 Q. Did Mr. Staples provide those invoices to you or 24 Mrs. Blanchard or Mr. Eisenman during a meeting you-all 25 had at Mr. Eisenman's law office in Atlanta in September</p>
<p style="text-align: right;">Page 139</p> <p>1 Jet Food stores where they would be distributed into the 2 stores, correct? 3 A. Yes. 4 Q. But cost never came up in discussions between 5 you and Mr. Staples? 6 A. No, sir, because you got to look at a bigger 7 picture, which is what I look at. 8 Q. Okay. 9 A. Okay. And let me break it off to you a little 10 bit. 11 Q. All right. Break it off. 12 A. I'm going to break this off. I'm looking at a 13 bigger picture than Jet Food store. I'm looking at a 14 picture that Jet Food store also sells chicken. And 15 now -- John hadn't told you this -- today, end up that the 16 entity that I started, they're selling maybe \$300,000 or 17 \$400,000 a month of product on top of chicken and all 18 that, where Stewart is buying all of that. Had nothing to 19 do with that little selling to Jet. I was looking at 20 something a lot bigger than that, so it had nothing to do 21 with that, which is -- Simmons is profiting from that 22 pretty good. 23 So that's what I'm looking at. I'm not 24 talking about a cost because there was no cost involved. 25 You're talking about -- I don't even think there was a</p>	<p style="text-align: right;">Page 141</p> <p>1 of 2017? 2 A. No. 3 Q. And during that meeting, did Mr. Eisenman or 4 Mrs. Blanchard or you agree that H. Walker Enterprises 5 would pay for the cost of those invoices? 6 A. No. We never talked about a invoice or paying 7 for no waffles or invoices. 8 Q. Did you -- in September of 2017, did you and 9 Ms. Blanchard take a trip to Hawaii? 10 A. Yes, probably. 11 Q. And during that trip, did Ms. Blanchard 12 communicate to Mr. Staples to -- that the purchase order 13 for the Jet Food waffles from HartyBake would be changed 14 from -- to be changed in some way? 15 A. I remember she said that. 16 Q. Why did that have to be done? 17 A. I don't remember what name was on it, but she 18 said she put the wrong name on it. So she had to change 19 it then. 20 Q. And was the purchase order to HartyBake to be 21 changed to show that it was coming out of the Savannah 22 office of H. Walker Enterprises? 23 A. That's where it came out of, so I don't know 24 what name was on it. 25 Q. And was the effort to sell the waffles through</p>

<p style="text-align: right;">Page 142</p> <p>1 H. Walker Enterprises to avoid the 65/35 profit share 2 arrangement with Simmons? 3 MR. KING: Objection, states facts not in 4 evidence. 5 Go ahead. 6 A. Not at all. I would never -- I don't cheat my 7 partners. That's one thing. And another thing, I don't 8 do nothing for money. You may have to learn that about 9 me. I do nothing for money. Not like him. I do nothing 10 for money, so I never would cheat my people that I was 11 doing work with. I'm not going to cheat them. 12 Q. You pointed at Mr. Staples, and you said you 13 don't do anything for money, unlike him. 14 A. I never said unlike him, but if you want to say 15 that, unlike him. 16 Q. Do you think that Mr. Staples has the right to 17 feel secure in having a job and having job security so he 18 can earn a living for himself and his family? 19 A. Everybody has that right, but you can't cheat to 20 have that right. 21 Q. How did Mr. Staples cheat with respect to the 22 Jet Food waffles? 23 A. He's the one who created the problem. He lied 24 about it. He didn't tell the truth. If he had told the 25 truth, that he was involved that whole time. He's the one</p>	<p style="text-align: right;">Page 144</p> <p>1 me. He was the general manager. He worked for me. 2 Q. Because he works for you, and you're the big 3 dog, and if you tell him to do something, you expect him 4 to do it? 5 A. No, that's not it. I just assume he was doing 6 it. Had nothing to do with anything. I thought that's 7 what he was doing. And he took the initiative to do it. 8 Had nothing to do about big dog, little dog. I'm just not 9 Robert Thurber's puppet. That's what I told you. 10 But I'm saying I had nothing to do with the 11 waffles. John was involved -- when you look at the 12 e-mails, you will see he was involved the whole time. And 13 then he turned around and just said that we did this when 14 he was involved the whole time. So making a living is his 15 thing, but you got to do it the right way. 16 And remember, he also went to see you 17 before any of this started. 18 Q. He didn't see me until after it -- 19 A. No, he went to see you before it started. 20 Q. I don't think so. 21 Mr. Walker, when you told Mr. Staples to do 22 something, you expected him to do what you told him, 23 right? 24 A. No, sir, because he never did. 25 Q. He never did?</p>
<p style="text-align: right;">Page 143</p> <p>1 that put the film, that ordered the waffles. He's the one 2 that did the film. He's the one that did all that, and 3 then he turned around, that I learned, and he said that I 4 was doing -- well, first of all, I hadn't, Julie hadn't 5 done -- he's the one that did part of it. And you got all 6 the e-mails where you can trace that he was involved the 7 whole time. John was involved. 8 Q. He was involved because neither you nor 9 Ms. Blanchard knew who to order film from, who to order 10 displays from, or any of that, correct? 11 A. That is totally false. Ms. Blanchard knew 12 probably more about that than John because she ran outdoor 13 advertising for CBS for 30-some years, so she would know 14 where to order the film. 15 But John said he had someone better to do 16 it. So he's ordered the film. And I think Julie had -- 17 and she drew the thing up or whatever. He ordered it 18 then. So he was in on the whole thing. You can get the 19 e-mail trail to follow that. 20 Q. Ms. Blanchard -- you were instructing 21 Mr. Staples what to do though, correct? 22 A. No, sir. 23 Q. Well, why didn't you and Ms. Blanchard do it 24 yourselves and not involve Mr. Staples? 25 A. You want me to tell you? Because he worked for</p>	<p style="text-align: right;">Page 145</p> <p>1 A. No, he never did what I asked him to do. 2 Q. And he stayed in place as the general manager 3 for the Simmons Prepared Foods and the H. Walker 4 Enterprises/Renaissance Man venture or relationship for 5 eight, almost nine years? 6 A. You're 100 percent correct. Until after the 7 last four years of his employment, that's when things 8 started going awry. 9 Q. What went awry? 10 A. Well, he hired his family, and -- and if you 11 remember, he said that he fired one broker, hired another 12 broker, fired another broker, hired another broker, fired 13 this broker, trying to connect this broker to this broker. 14 You know, I'm running a business. I'm trying to sell 15 chicken. You can't do it from what he was doing. 16 He was supposed to be a general manager of 17 Renaissance Man, not go out and do all this other stuff 18 he's doing, trying to sell this. So I can't do that. 19 Q. The agreement that created Diversified 3 20 contemplated that family members would be involved; did it 21 not? 22 A. Well, that got nothing to do with Renaissance 23 Man. I'm looking out for Renaissance Man. I don't care 24 about DSM-3. I don't care about DSM-3, 1, 2, 3, 4, 5. 25 They was supposed to be working for me. That's what he</p>

<p style="text-align: right;">Page 146</p> <p>1 was supposed to be doing. If he's doing DSM-3, that means</p> <p>2 he's not doing his job for Renaissance Man, which is what</p> <p>3 I said in his -- what -- the December the 27th.</p> <p>4 Q. DSM-1 and DSM-2 did a real good job, and</p> <p>5 Renaissance Man sold a lot of product with them as</p> <p>6 brokers, correct?</p> <p>7 A. They sold product. DSM-1 was let go. And the</p> <p>8 reason they were let go is John said because one of the</p> <p>9 people that owned DSM-1 dogcurses his daughter out. So</p> <p>10 DSM-1 goes by the wayside. And now Randy Sanders come in.</p> <p>11 Randy Sanders did something, so now Randy Sanders goes</p> <p>12 out. Now this.</p> <p>13 Well, you can't keep changing and doing all</p> <p>14 this. You got to have some kind of togetherness. We're</p> <p>15 trying to run a company. Whatever they're selling, they</p> <p>16 could have sold more. They could have sold more.</p> <p>17 Q. Did you ever complain about the sales efforts of</p> <p>18 DSM-1 or DSM-2 in writing?</p> <p>19 A. No, I didn't have to do it in writing because I</p> <p>20 told him.</p> <p>21 Q. Okay.</p> <p>22 THE WITNESS: That's John Staples I was</p> <p>23 talking about; sorry about that (indicating).</p> <p>24 Q. (BY MR. SIMMS) Now, as far as the Jet Foods</p> <p>25 waffles, did Ms. Blanchard have a connection with a</p>	<p style="text-align: right;">Page 148</p> <p>1 Q. When were they first -- are they employees of</p> <p>2 H. Walker Enterprises?</p> <p>3 A. No, sir.</p> <p>4 Q. They had H. Walker Enterprises e-mail addresses?</p> <p>5 A. You're right. They had e-mail addresses because</p> <p>6 they did much more than just calling and doing</p> <p>7 telemarketing. Tasha been working for me for umpteen</p> <p>8 years on a lot of different things.</p> <p>9 And the Fitness Twins started the company</p> <p>10 out with me. When I first started Renaissance Man selling</p> <p>11 chicken, they went to every food show -- a lot of food</p> <p>12 shows with me. So they knew about Renaissance Man.</p> <p>13 Q. And George --</p> <p>14 A. Fiorelli.</p> <p>15 Q. -- Fiorelli, when was he first hired?</p> <p>16 A. I never really hired George. George was working</p> <p>17 as an independent contractor. And I've known George for</p> <p>18 years, and I thought he could help us out on some things</p> <p>19 because he's absolutely incredible. So that's when George</p> <p>20 came on, and he helped us out with some things. We were</p> <p>21 losing business in the Contract Management part, which was</p> <p>22 mentioned in an e-mail that I stated that to John, that</p> <p>23 we're losing business in the Contract Management, and I</p> <p>24 thought George could help us out there.</p> <p>25 Q. Did George have an e-mail address with H. Walker</p>
<p style="text-align: right;">Page 147</p> <p>1 company that could produce the film?</p> <p>2 A. She probably knew a lot of companies that could</p> <p>3 produce the film.</p> <p>4 Q. If she did, why did she just instruct or direct</p> <p>5 Mr. Staples to do that?</p> <p>6 A. She didn't instruct him to do it. John probably</p> <p>7 volunteered to do it because he knew someone, because he</p> <p>8 did Mama's Cooking, so he probably wanted to go so he</p> <p>9 could do it. I have no clue.</p> <p>10 Q. If he suggested someone, wasn't he being</p> <p>11 helpful?</p> <p>12 A. Yeah, that's what I said. He helped with all</p> <p>13 this, and then he turned around and said it was just us.</p> <p>14 But John helped. You just made it right, correct. He was</p> <p>15 helpful. He helped with all of this.</p> <p>16 Q. Again, did Mr. Staples provide the invoices at a</p> <p>17 meeting at Mr. Eisenman's office to you and Ms. Blanchard</p> <p>18 so that that could be processed through H. Walker</p> <p>19 Enterprises?</p> <p>20 A. No, sir.</p> <p>21 Q. When was -- who is Natalie; is that your niece?</p> <p>22 A. Natalie is one of the Fitness Twins related to</p> <p>23 Natalie and Adria.</p> <p>24 Q. All right. And Denise, is she your --</p> <p>25 A. Yeah, name is Tasha Denise Stokes.</p>	<p style="text-align: right;">Page 149</p> <p>1 Enterprises?</p> <p>2 A. Yes, sir.</p> <p>3 Q. And where was the funds coming from to pay</p> <p>4 Natalie, Denise, Adria, and George?</p> <p>5 A. Out of my pocket.</p> <p>6 Q. And that was paid for by H. Walker Enterprises?</p> <p>7 A. No, sir. That was paid for by all the other</p> <p>8 stuff that I do.</p> <p>9 Q. And what was that?</p> <p>10 A. I have hotels; I have hospitals; I have Best</p> <p>11 Fred Drapery companies. It was paid by all my appearances</p> <p>12 and all the things I would do in there.</p> <p>13 Q. Was there an incident where George Fiorelli</p> <p>14 showed up at an HMHost customer meeting?</p> <p>15 A. Yes, sir. From what I hear -- what I heard.</p> <p>16 Q. And was Matt Free with Simmons at that meeting?</p> <p>17 A. Yes, sir.</p> <p>18 Q. Did you learn after that meeting that Mr. Free</p> <p>19 had issues with Mr. -- George showing up at that meeting?</p> <p>20 A. Well, what was interesting, I learned that --</p> <p>21 you made a statement that that was our HMSHost for</p> <p>22 Simmons; that's a Renaissance Man account. That's not a</p> <p>23 Simmons account; that's a Renaissance Man account.</p> <p>24 So Matt Free was invited as a guest to the</p> <p>25 meeting because they do the chicken and they can help us</p>

<p style="text-align: right;">Page 150</p> <p>1 in doing the chicken. So it would have been Blaine would 2 have told me there was a problem there at the thing. But 3 I knew there was something happening. I'm not sure 4 exactly what. 5 Q. Did you get the explanation of the incident from 6 Mr. Staples or from Blaine Walker? 7 A. I think from John. 8 Q. And what did John tell you happened? 9 A. That Matt said that he worked for H. Walker 10 Enterprises or had a card or something. Like I say, I'm 11 not really sure, to -- no, no, no -- that he did something 12 with some other company that was competitive or something, 13 that he had worked with them or something competitive, and 14 the lady got mad or something. 15 So like I say, I'm not really sure what 16 happened, but that was sort of what John said or 17 something. And I don't remember the company that was 18 competitive to HMSHost. 19 Q. Was Mr. -- George, was he sent to the meeting by 20 you? 21 A. Yes, sir. 22 Q. And was that to grow H. Walker Enterprises? 23 A. No, sir. That was to learn what was going on 24 because he lived in that area. And one of the things I 25 wanted was to try to cut down on expenses, and that's</p>	<p style="text-align: right;">Page 152</p> <p>1 break for lunch real quick. 2 (Recess in the proceedings from 1:31 to 3 1:39 p.m.) 4 Q. (BY MR. SIMMS) Now, was it your understanding 5 that Mr. Free, Matt Free, was upset concerning George 6 showing up at the HMSHost meeting? 7 A. That's what I heard. I didn't -- he never 8 talked to me. 9 Q. And then -- let me show you Exhibit 11, which is 10 Simmons 126 -- starts with Simmons 126. 11 (Exhibit 11 marked.) 12 A. Yes, sir. 13 Q. (BY MR. SIMMS) Does that concern -- is that 14 Natalie? 15 A. Yes, sir. 16 Q. Is Natalie your niece? 17 A. No, sir. Natalie is a friend. 18 Q. Okay. Is she one of the Fitness Twins? 19 A. Yes, sir. 20 Q. Why was Natalie contacting Sysco? 21 A. Natalie was calling because I had mentioned to 22 John that I didn't want -- like right now, all of his 23 people that are supposed to be brokers are like 24 telemarketers. All they're doing is sitting at home 25 making calls, on the computer, and not doing face-to-face.</p>
<p style="text-align: right;">Page 151</p> <p>1 where George lived, was in that area HMSHost is at, and 2 Marriott and some of the other good customers are located 3 at. 4 So I felt that it would be good to have a 5 face in front of those people so we don't have to do a lot 6 of traveling there. We have someone there so we can try 7 to pick up the Contract Management part. 8 Q. And you learned that Mr. Free was upset about 9 Mr. -- George being there? 10 A. Well, I didn't learn -- I learned it from being 11 here that Mr. Free was upset. 12 No, learned -- and I think John may have 13 told me as well. 14 Q. Did the telemarketers or Denise call on Sysco on 15 behalf of H. Walker Enterprises? 16 A. No, I thought they called on behalf of 17 Renaissance Man. 18 Q. Have you seen the e-mail that Mr. Pierce with 19 Sysco sent regarding being contacted by either the 20 telemarketers or Denise? 21 A. I have. It was really not Denise. It was 22 Adria, I think. 23 Q. And that was communicated to Blaine Walker? 24 A. Oh, I'm not sure who it was communicated to. 25 MR. SIMMS: All right. Need to take a</p>	<p style="text-align: right;">Page 153</p> <p>1 And as I was talking about earlier, John told me when I 2 first started the business, we got to get in front of 3 people's faces. Got to get in front of people's faces. 4 Well, everybody was sitting at home on 5 phone calls. And I said, that's not what's going to 6 happen. So I said, I will hire telemarketers that they 7 can make the calls, and what we can do is then the brokers 8 who are supposed to be doing the broker work can go out 9 now and start doing food shows and start getting in front 10 of different customers' faces. So that's the reason that 11 they were hired. 12 Q. And what was your understanding as to what 13 Mr. Pierce at Sysco's complaint was by being contacted by 14 Natalie? 15 A. Well, from what John told me, that Natalie 16 mentioned -- said something to him like a different 17 distributor, but then John also told me -- and Jeff Pierce 18 also told me that was no big deal. So John -- 19 Q. I want to know about this here (indicating). 20 Mr. Pierce contacted Blaine Walker, 21 correct? 22 A. Right. That's what you told me. And I said 23 from my understanding -- you said from my understanding -- 24 that's what I was told and stuff from this here 25 (indicating), that it was she said something about another</p>

<p style="text-align: right;">Page 154</p> <p>1 distributor when he was talking to Jeff Pierce to one of 2 the Sysco people. It wasn't Jeff Pierce. It was a Sysco 3 person and stuff. That's what my understanding was. 4 Q. Do you believe that was -- created confusion 5 with the customers of the Simmons/H. Walker 6 Enterprises/Renaissance Man relationship? 7 A. No. Why would that create confusion? 8 Q. In October -- you see this is in October of 9 2017, correct? 10 A. October 26th, 2017, yes, sir. 11 Q. Prior to that date, did you contact Mr. Staples 12 and say, Somebody is telling Simmons not to pay my bills? 13 A. No, sir. I contacted John -- no. I don't know 14 whether I contacted John or we were talking, and I asked 15 him, Did you tell Simmons not to pay a bill? But it had 16 nothing -- I didn't say, They don't pay my bills. 17 Q. Did that relate to the Jet Foods invoices that 18 Carol Walker had submitted to Carmen Seal at Simmons? 19 A. That's the only bill I ever submitted. 20 Q. Did Mr. Staples respond to you and tell you that 21 he was the someone? 22 A. No, sir. John wimped out again and said, Oh, 23 no, I didn't do that. Right? 24 Q. Did you have a conversation with Matt Free on -- 25 did you have conversation with Mr. Free concerning a price</p>	<p style="text-align: right;">Page 156</p> <p>1 going to raise the pricing, then Renaissance Man was going 2 to stop sharing profits with Simmons? 3 A. It wasn't like that, but it was something 4 similar to that. 5 Q. What were you upset about? 6 A. I wasn't upset about that. I wasn't upset. I 7 was just saying that's just business. If you're going to 8 do that, he didn't realize that we're doing the share 9 profit thing. So if you want to raise the price there, 10 we're going to bring the price down of what you're going 11 to get. So that's not being upset. That's like 12 negotiation. That ain't got nothing to do with being 13 upset. I wasn't upset about that. 14 Q. Do you consider that a threat, that if -- 15 A. No. I considered that business. 16 Q. And you weren't already upset with Mr. Free 17 about the HMHost (sic) incident? 18 A. No, sir. 19 Q. So are you telling me that you were not upset 20 with Mr. Free in any way about this indication that the 21 pricing was going to change? 22 A. Not at all. 23 Q. That -- October the 24th would have been the day 24 prior to you receiving an e-mail from David Jackson; is 25 that correct?</p>
<p style="text-align: right;">Page 155</p> <p>1 increase related to the cost Simmons was going to charge 2 Renaissance Man? 3 A. Yes. 4 Q. When was that? 5 A. Oh, I don't know the date that was. 6 (Exhibit 12 marked.) 7 Q. (BY MR. SIMMS) Let me show you Exhibit 12. 8 MR. KING: Document number? 9 MR. SIMMS: Oh, yeah, I'm sorry. 10 THE WITNESS: Simmons 124. 11 MR. KING: Simmons 124. 12 A. (Witness reviews document.) 13 Okay. 14 Q. (BY MR. SIMMS) Prior to October 24th, did you 15 receive some updated pricing from Mr. Free? 16 A. No, I received it from John. I never received 17 anything from Matt. Everything would come from John. 18 Q. Okay. Did you call Mr. Free related to that? 19 A. Yes, sir, I think I did. 20 Q. Was that on October 24th, 2017? 21 A. I don't know when it was, but I know I did talk 22 to Matt. 23 Q. Did you tell Mr. Free that there was a 24 relationship where Simmons and H. Walker Enterprises or 25 Renaissance Man shared profits, and that if Simmons was</p>	<p style="text-align: right;">Page 157</p> <p>1 A. Yes, sir. 2 (Exhibit 13 marked.) 3 Q. (BY MR. SIMMS) Let me show you what I'm going 4 to mark as Exhibit 13. And this appears to be a string of 5 e-mails that starts with RMFS 257 and goes through 260. 6 A. Yes. 7 (Witness reviews document.) 8 Okay. 9 Q. All right. Let's go to the -- 259 -- 10 A. Okay. 11 Q. -- which appears to be page 3 of 4 of this 12 e-mail chain. 13 A. (Witness complies.) 14 Yes, sir. 15 Q. Prior to receiving this e-mail -- and it was 16 sent to you and your attorney, Mr. Eisenman, correct? 17 A. Yes, sir. 18 Q. And it's from David Jackson? 19 A. Yes, sir. 20 Q. And Mr. Jackson also copies the attorney for 21 Simmons Prepared Foods or Simmons Foods, correct? 22 A. Yes, sir. 23 Q. And the subject is, RMFS Board Meeting? 24 A. Yes, sir. 25 Q. Had you received communication from Mr. Jackson</p>

<p style="text-align: right;">Page 158</p> <p>1 prior to this communication about having a board meeting?</p> <p>2 A. Prior to this?</p> <p>3 Q. Yeah, for 2017.</p> <p>4 A. No, I don't think so. I may have. I don't</p> <p>5 think so. I may have, but I don't remember.</p> <p>6 Q. Would you agree with me that there had been no</p> <p>7 board meeting in 2017?</p> <p>8 A. I could agree with you because -- yeah, that</p> <p>9 could have been.</p> <p>10 Q. Mr. Jackson starts off this e-mail that says</p> <p>11 he's, Been back in poultry for 12 months now, and it seems</p> <p>12 it's time for Simmons and Renaissance Man to have a</p> <p>13 discussion about the current state of business and how we</p> <p>14 plan to proceed from here.</p> <p>15 A. Yes, sir.</p> <p>16 Q. Okay. It says, There are concerning comments,</p> <p>17 that he's hearing secondhand about the desire to continue</p> <p>18 the arrangement, or if there truly is an arrangement.</p> <p>19 A. Yes, sir.</p> <p>20 Q. In addition, there are invoices being submitted</p> <p>21 by other entities, HW Foods, which I think he clarified</p> <p>22 that he meant H. Walker Enterprises, to pay for items that</p> <p>23 Renaissance Man does not support. Said these are both</p> <p>24 very concerning to hear and raise questions about how the</p> <p>25 business is being operated.</p>	<p style="text-align: right;">Page 160</p> <p>1 agreement. And then he also suggests dates to meet, and</p> <p>2 he also indicates why he's copying the company attorney</p> <p>3 for Simmons, correct?</p> <p>4 A. Yes, sir.</p> <p>5 Q. And did you respond to this communication?</p> <p>6 A. Yes, sir.</p> <p>7 Q. Your response is dated what?</p> <p>8 A. It looks like October 26th, 2017, at</p> <p>9 9:50-something a.m., so the next day.</p> <p>10 Q. All right. Now, you would agree with me that</p> <p>11 the phone call you'd had with Matt Free would have been</p> <p>12 the day prior to receiving this e-mail from Mr. Jackson,</p> <p>13 correct?</p> <p>14 A. No, I wouldn't agree with you there because,</p> <p>15 like I said, I don't know when I had a call with</p> <p>16 Matt Free.</p> <p>17 Q. I thought we indicated and -- looked at</p> <p>18 communication that he generated to Mr. Jackson that</p> <p>19 indicated when you and him had spoken. I thought it was</p> <p>20 October 24th.</p> <p>21 A. When who spoke?</p> <p>22 Q. You and Mr. Free.</p> <p>23 A. He just said he just received a call. It was</p> <p>24 October 24th, but it don't say when received a call. It</p> <p>25 could have been the 23rd or the -- I'm not sure. I don't</p>
<p style="text-align: right;">Page 159</p> <p>1 A. Yes, sir.</p> <p>2 Q. All right. When you received this</p> <p>3 communication, do you know what invoices Mr. Jackson was</p> <p>4 talking about at that moment in time?</p> <p>5 A. At that time, no, sir.</p> <p>6 Q. All right. He goes on to say from his</p> <p>7 perspective, that Simmons and you entered into an</p> <p>8 agreement, and then he's got paren, which was signed by</p> <p>9 him but not by you, and that Simmons had acted in</p> <p>10 accordance with that agreement for several years.</p> <p>11 Did I read that correctly?</p> <p>12 A. Yes, sir.</p> <p>13 Q. And he says you-all are to be equity partners.</p> <p>14 Do you agree with that?</p> <p>15 A. No, sir. And he said that he didn't agree with</p> <p>16 that. That was a misstatement.</p> <p>17 Q. All right. It says, For 2018 and after, he</p> <p>18 wants absolute clarity on the agreement of behaviors for</p> <p>19 both parties, so Simmons continues to bill and execute its</p> <p>20 business plan for producing and selling chicken into food</p> <p>21 service, distributive and retail segments.</p> <p>22 Did I read that correctly?</p> <p>23 A. Yes, sir.</p> <p>24 Q. He's asking for adjustments to the agreement,</p> <p>25 and asking your attorney, Ron, to provide a foundation</p>	<p style="text-align: right;">Page 161</p> <p>1 know when it was. Like I said, I don't know when it was.</p> <p>2 Q. All right. Sometime before October 25th?</p> <p>3 A. Yes, sir.</p> <p>4 Q. Okay. And is your response to Mr. Jackson,</p> <p>5 document number -- it's on page 258?</p> <p>6 A. Yes, sir.</p> <p>7 Q. You start out by saying, Thanks for your letter.</p> <p>8 Actually, it was an e-mail, correct?</p> <p>9 A. Yes, sir.</p> <p>10 Q. Said that you had tried to call Mr. Jackson a</p> <p>11 couple of times to keep him informed of what had been</p> <p>12 going on, but did not get a call back?</p> <p>13 A. Yes, sir.</p> <p>14 Q. What were you going to tell him was going on?</p> <p>15 A. No, I was going to tell him about the -- what</p> <p>16 we're doing in the business, what's going on.</p> <p>17 Q. All right. You say, I'm taking an even more</p> <p>18 active role to grow Renaissance Man even more than before.</p> <p>19 A. Yes, sir.</p> <p>20 Q. How were you going to grow it?</p> <p>21 A. Renaissance Man?</p> <p>22 Q. Yeah.</p> <p>23 A. By selling more chicken.</p> <p>24 Q. To who?</p> <p>25 A. U.S. Foods, PFG, UniPro, other distributors.</p>

<p style="text-align: right;">Page 162</p> <p>1 Q. Had you been directing Mr. Staples to grow 2 Renaissance Man?</p> <p>3 A. Well, I thought that was his job to do, was to 4 grow Renaissance Man. Being general manager, you're 5 supposed to grow the business, I thought, unless I have a 6 bad idea. But I thought that's what you're supposed to 7 do.</p> <p>8 Q. Well, Mr. Staples had been brought in to the 9 Simmons/H. Walker Enterprises/Renaissance Man relationship 10 by Simmons?</p> <p>11 A. No, by me. And he was supposed to be general 12 manager. He only been to Simmons for insurance. He was 13 brought in by me to grow the food service side.</p> <p>14 Q. But he also had an obligation to respond to 15 Simmons related to their relationship, correct?</p> <p>16 A. No, sir.</p> <p>17 Q. So you disagree; back in the document, it says 18 that the board, which was made up two-fifths of Simmons, 19 he was not supposed to respond to their inquiries?</p> <p>20 A. No, he --</p> <p>21 MR. KING: Objection, assumes facts that 22 are not in evidence.</p> <p>23 Go ahead.</p> <p>24 A. You are right. That's the reason it wasn't 25 signed. He had -- his loyalty was to Renaissance Man, and</p>	<p style="text-align: right;">Page 164</p> <p>1 said somewhere about -- something about H. Walker Food, 2 which I was confused, but H. Walker Food was a brand that 3 we sell because of -- we were selling Cat Man to Sysco, 4 and to sell other product besides Cat Man, we were selling 5 other products, and the brand we were selling it under was 6 H. Walker Foods.</p> <p>7 Q. You know after attending Mr. Jackson's 8 deposition, that he was talking about invoices dealing 9 with H. Walker Enterprises?</p> <p>10 A. That's what I learned, yes, sir.</p> <p>11 Q. And you go on to say here that, H. Walker Foods 12 was created because of Marriott and U.S. Foods and Sysco 13 was tied in so tight with Renaissance Man through the 14 Cat Man.</p> <p>15 When you say "H. Walker Foods," are you 16 referring to Walker Foods, LLC, or what are you referring 17 to?</p> <p>18 A. H. Walker Food is a brand. It's just a brand.</p> <p>19 Q. Okay.</p> <p>20 A. Like Famous 34 is a brand.</p> <p>21 Q. So you're talking about brands here?</p> <p>22 A. Right.</p> <p>23 Q. Okay. Then you start talking about trying to 24 build a stronger relationship with U.S. Foods.</p> <p>25 A. Yes, sir.</p>
<p style="text-align: right;">Page 163</p> <p>1 David Jackson said it in his deposition, no, not to 2 Simmons, but to me.</p> <p>3 Q. (BY MR. SIMMS) If Mr. Staples was being paid 4 by Simmons --</p> <p>5 A. Wait, don't -- stop. Mr. Staples was being paid 6 by Renaissance Man.</p> <p>7 Q. What was happening was, under the relationship 8 between Simmons and H. Walker Enterprises and Renaissance 9 Man, Simmons was recouping what they were paying 10 Mr. Staples from that relationship?</p> <p>11 A. Right. But every cent John did, and every cent 12 John got, everything John did was coming from the 13 Renaissance Man bank account, which is Renaissance Man, 14 which is Herschel Walker.</p> <p>15 Q. Which is controlled and operated by Simmons 16 Prepared Foods, correct?</p> <p>17 A. No. It's controlled and operated by me. They 18 just run -- run the inside thing. But I'm the one that 19 answered. It's my bank account.</p> <p>20 Q. That you allowed them to administer?</p> <p>21 A. Yes, sir.</p> <p>22 Q. You say, H. Walker Foods is a brand of 23 Renaissance Man that Simmons does invoice.</p> <p>24 What are you talking about?</p> <p>25 A. H. Walker Food was a brand, and I think David</p>	<p style="text-align: right;">Page 165</p> <p>1 Q. And then you say that, In preparation for the 2 U.S. Foods entry, we created retail package film, display 3 bins, because things were happening so fast and those are 4 the invoices I was asking to be paid.</p> <p>5 A. Yes, sir.</p> <p>6 Q. Actually, the invoices -- you weren't asking for 7 them to be paid; Carol Walker was asking for them to be 8 paid, correct?</p> <p>9 A. No, I was asking them to be paid. Carol is a 10 partner of me. So if I tell her what to do, she's going 11 to tell it so it's me, coming from me.</p> <p>12 Q. And those invoices didn't have anything to do 13 with U.S. Foods, did they? They related to the Jet Food 14 waffle, did they not?</p> <p>15 A. You're wrong. And if John had came to the 16 meeting, he would have known that at that time, we already 17 met with U.S. Foods, and U.S. Foods has already guaranteed 18 me that they wanted to do those bins and everything during 19 this time right here in October. We had met with 20 U.S. Foods before then.</p> <p>21 Q. The U.S. Foods was going to supply the Jet Food 22 waffle?</p> <p>23 A. No. They were going to supply their own waffle. 24 We already met with U.S. Foods to do their own waffle in 25 their food service side.</p>

<p style="text-align: right;">Page 166</p> <p>1 Q. Let's go back now. Let me back up.</p> <p>2 The invoices that you're talking about,</p> <p>3 were these invoices that you directed Carol Walker to</p> <p>4 submit to Carmen Seal at Simmons?</p> <p>5 A. Yes, sir.</p> <p>6 Q. Where did you get the invoices?</p> <p>7 A. Where did I get them from? I never got them. I</p> <p>8 just heard about an invoice that I paid for. I never got</p> <p>9 anything on invoice. I just trusted whoever gave me the</p> <p>10 invoice that it needed to be paid because one thing I try</p> <p>11 to do is not have debt. I don't like debt.</p> <p>12 So when whoever had the invoice that was</p> <p>13 saying they want to be paid, and it had a problem getting</p> <p>14 paid, I paid it.</p> <p>15 Q. Isn't it true that the invoices that Carol had</p> <p>16 communicated to Carmen Seal with Simmons, you had been</p> <p>17 provided by Mr. Staples during a meeting at Mr. Eisenman's</p> <p>18 office in September?</p> <p>19 A. Not at all, no, sir, that never happened.</p> <p>20 Q. Well, explain to me, then, Mr. Walker, how Carol</p> <p>21 could refer to Peachtree Packaging in the request she sent</p> <p>22 to Carmen Seal.</p> <p>23 A. Well, because John was talking to Carol also.</p> <p>24 He sent the thing to Peachtree Packaging at that time, and</p> <p>25 they were working with Julie, as well. So that's how</p>	<p style="text-align: right;">Page 168</p> <p>1 opposed to film.</p> <p>2 A. No, it was both of them. I was paying for both.</p> <p>3 I'm not sure what the check was. I just wrote a check to</p> <p>4 pay.</p> <p>5 Q. Is it your understanding that Peachtree</p> <p>6 Packaging prepared the film as opposed to the display</p> <p>7 bins?</p> <p>8 A. As I say, I don't know. The check was written</p> <p>9 and paid for both of them. I don't know how much the</p> <p>10 check was.</p> <p>11 Q. As we sit here today, do you know who paid for</p> <p>12 the film costs related to the Jet Food waffles?</p> <p>13 A. As we sit here today, I thought I did. I</p> <p>14 thought my check was \$7,000. So if it was \$7,000, I</p> <p>15 thought I paid. So I have no clue, like I said.</p> <p>16 Q. You think your check included both the cost of</p> <p>17 the displays and the film?</p> <p>18 A. I assume, yes, sir.</p> <p>19 Q. Wasn't there a different entity that prepared</p> <p>20 the film besides Peachtree Packaging?</p> <p>21 A. Yes, sir. I think so.</p> <p>22 Q. What's the name of that entity?</p> <p>23 A. I have no clue.</p> <p>24 Q. Although you were writing a check that you</p> <p>25 thought included payment of their invoice, you don't know</p>
<p style="text-align: right;">Page 167</p> <p>1 Carol knew the invoices. Carol knew nothing about who was</p> <p>2 packaging or whatever. This is John and Julie, and they</p> <p>3 sent it to Carol, and Carol sent it up to Carmen, and I</p> <p>4 said that I'd pay for it because the bill was coming due,</p> <p>5 and I ended up paying for it.</p> <p>6 Q. Did Peachtree Packaging, was that related to</p> <p>7 film or related to displays?</p> <p>8 A. I have no idea. I'm not sure. I think that</p> <p>9 was -- I have no idea.</p> <p>10 Q. Would you agree with me that the Peachtree</p> <p>11 Packaging invoice dealt with the Jet Food waffles?</p> <p>12 A. Oh, no, they probably did deal with some of</p> <p>13 them. They didn't deal with all of them. They dealt with</p> <p>14 50 of them. There was 250. So they dealt with a fifth of</p> <p>15 them. But there was another four-fifths that still is</p> <p>16 there.</p> <p>17 Q. We're going to get to it in a moment, but I</p> <p>18 think you wrote a check on November 27th to Peachtree</p> <p>19 Packaging?</p> <p>20 A. Yeah, probably.</p> <p>21 Q. And when you wrote that check, who did -- what</p> <p>22 did you think you were paying for?</p> <p>23 A. The film and those -- whatever that -- that</p> <p>24 stuff they needed.</p> <p>25 Q. I thought we were talking about packaging now as</p>	<p style="text-align: right;">Page 169</p> <p>1 who they were?</p> <p>2 A. Right.</p> <p>3 Q. You go on down here, you'd love to go into 2018</p> <p>4 with Simmons feeling comfortable with what you're trying</p> <p>5 to do with Renaissance Man, is what you say, right?</p> <p>6 A. Yes, sir.</p> <p>7 Q. And then you say, I'm being told no on many</p> <p>8 things or gotten different answers, and I thought I was</p> <p>9 the CEO of Renaissance Man.</p> <p>10 A. Yes, sir.</p> <p>11 Q. Who were you being told no by?</p> <p>12 A. John said that they said no so that's who I was</p> <p>13 told no by. John said they said, no, they're not going to</p> <p>14 pay it. And he was pretending that he never had anything</p> <p>15 to do with it, but he was behind the whole thing.</p> <p>16 Q. So when you say you're being told no, are you</p> <p>17 being told no by Mr. Staples?</p> <p>18 A. Yeah, he said that they said no, they're not</p> <p>19 going to pay the -- whatever bill I paid. They were not</p> <p>20 going to pay it.</p> <p>21 Q. And what do you mean by "getting different</p> <p>22 answers"?</p> <p>23 A. Well, John told me no, and Carol said that</p> <p>24 Carmen said she's not going to pay it and stuff. So John</p> <p>25 and Carol are standing there saying, no, they're not going</p>

<p style="text-align: right;">Page 170</p> <p>1 to pay the thing.</p> <p>2 Q. Well, did that upset you that you were being</p> <p>3 told no with respect to Mr. Staples?</p> <p>4 A. No.</p> <p>5 Q. Why did you include the statement you thought</p> <p>6 you were the CEO?</p> <p>7 A. Because I'm the one that's supposed to be</p> <p>8 running Renaissance Man. And I didn't know at the time,</p> <p>9 he was going behind my back trying to create something. I</p> <p>10 didn't know that. So I thought I was the CEO running the</p> <p>11 company.</p> <p>12 Q. What was he trying to create about these</p> <p>13 invoices at the time?</p> <p>14 A. Well, what he tried to create that it was being</p> <p>15 paid for just H. Walker Enterprises, which it wasn't.</p> <p>16 There was a bigger picture there, is what I said, is that</p> <p>17 these -- everything that was done on these waffles was</p> <p>18 done to get the waffles moving because of what I was</p> <p>19 hearing on those Friday calls.</p> <p>20 Q. The Peachtree Packaging related specifically to</p> <p>21 the Jet Food waffles; did it not?</p> <p>22 A. No, sir. That's not true.</p> <p>23 Q. All right. What you -- you could have also said</p> <p>24 right here in this sentence that you're the big dog?</p> <p>25 A. No.</p>	<p style="text-align: right;">Page 172</p> <p>1 Q. And that's the same day you wrote a check to</p> <p>2 Peachtree Packaging, correct?</p> <p>3 A. Yes, sir. Maybe. I don't know when I wrote the</p> <p>4 check.</p> <p>5 Q. Did you write the check before you drafted this</p> <p>6 e-mail and sent it to David Jackson?</p> <p>7 A. I have no idea. One had nothing to do with the</p> <p>8 other.</p> <p>9 Q. Mr. Jackson responds on the 29th, and his</p> <p>10 topics -- he sets forth 1 through 8 here, correct?</p> <p>11 A. Yes, sir.</p> <p>12 Q. No mention of termination of John Staples,</p> <p>13 correct?</p> <p>14 A. Yes, sir.</p> <p>15 Q. First topic he says is, Broker representation,</p> <p>16 arm's length versus semi-related party. What is the</p> <p>17 oversight for related party? What is the business reason</p> <p>18 for not directly employing the staff?</p> <p>19 Do you know what he was talking about?</p> <p>20 A. No, sir.</p> <p>21 Q. In response to that, did you discuss at any time</p> <p>22 with Mr. Jackson that the documents creating DSM-3 allowed</p> <p>23 for the involvement and ownership by family members?</p> <p>24 A. No, sir.</p> <p>25 Q. Inclusive of Ms. Blanchard?</p>
<p style="text-align: right;">Page 171</p> <p>1 Q. And you don't like to be told no, right?</p> <p>2 A. No, sir.</p> <p>3 Q. Then you say you're going to be back in touch</p> <p>4 with some dates.</p> <p>5 Were those the dates to meet?</p> <p>6 A. Yes, it probably was.</p> <p>7 Q. All right. And then Mr. Jackson responds and</p> <p>8 provides dates when he can meet, correct?</p> <p>9 A. Yes, sir.</p> <p>10 Q. And that response was on November the 29th,</p> <p>11 correct?</p> <p>12 A. (Witness reviews document.)</p> <p>13 Oh, it was sent to me on November 29th, but</p> <p>14 I don't -- here, he's just talking about a time.</p> <p>15 Q. You had responded to Mr. Jackson on the 27th,</p> <p>16 that afternoon, and -- suggesting a meeting in Atlanta on</p> <p>17 the 12th.</p> <p>18 A. Yes, sir.</p> <p>19 Q. And then you said, e-mail some questions or</p> <p>20 thoughts Simmons had that we should be thinking about or</p> <p>21 getting info to help the meeting to go smoother?</p> <p>22 A. Yes, sir.</p> <p>23 Q. You didn't mention anything in that about the</p> <p>24 termination of Mr. Staples, did you?</p> <p>25 A. No, sir.</p>	<p style="text-align: right;">Page 173</p> <p>1 A. No, sir.</p> <p>2 Q. He mentioned in Paragraph 3, Segregating</p> <p>3 business expenses of H. Walker Foods versus Renaissance</p> <p>4 Man, correct?</p> <p>5 A. Yes, sir.</p> <p>6 Q. And you understand when he used the word</p> <p>7 "H. Walker Foods," he's not referring to a brand; he</p> <p>8 should have said H. Walker Enterprises; is that your</p> <p>9 understanding?</p> <p>10 A. Since you told me now, it is my understanding.</p> <p>11 But I looked at it for what it's worth here.</p> <p>12 Q. And he's wanting a commitment to have a signed</p> <p>13 agreement by the end of the first quarter 2018, correct?</p> <p>14 A. Yes.</p> <p>15 Q. He talks about wanting to discuss the duration</p> <p>16 of a new agreement; is that correct?</p> <p>17 A. Yes.</p> <p>18 Q. The Sysco award that was received in August of</p> <p>19 2016, do you know what time period it related to?</p> <p>20 A. I think it -- in 2016, it probably went until</p> <p>21 2018, two years maybe, and they may have rolled it over.</p> <p>22 Q. Do you know if that award was the reason</p> <p>23 Mr. Jackson was talking about having the new agreement and</p> <p>24 what the duration of the agreement would be?</p> <p>25 A. No, I have no clue what he was talking about.</p>

<p style="text-align: right;">Page 174</p> <p>1 Q. All right. He also wanted to talk about 2 carrying of inventory, correct? 3 A. Yes, sir. 4 Q. And then the next -- is the next communication 5 you have with Mr. Jackson when you-all meet in Atlanta on 6 the 12th of December? 7 A. Yes, sir. 8 Q. All right. Let me show you what is Exhibit 14. 9 (Exhibit 14 marked.) 10 Q. (BY MR. SIMMS) What is Exhibit 14? 11 MR. KING: What's the number? 12 MR. SIMMS: Whatever the number is at the 13 bottom. I didn't look at it. 14 MR. KING: RMFS 303. 15 A. (Witness reviews document.) 16 Q. (BY MR. SIMMS) What is that exhibit? 17 A. 303? 18 Q. Yes, sir. 19 A. Carol writing Carmen. 20 Q. Why -- what's the date of that document? 21 A. October 31st. 22 Q. Was this information ever sent to Carmen Seal? 23 A. Yes, I think so. 24 Q. Well, if you look at the e-mail, that attaches a 25 letter of clarification, and then it's got</p>	<p style="text-align: right;">Page 176</p> <p>1 A. Because Carmen may have asked for information, 2 so Carol sent her one. And Carol wouldn't know what was 3 going on because she don't -- she do paperwork. She don't 4 do this, so she wanted an explanation. 5 Q. Says here, Herschel has also had correspondence 6 with David explaining that H. Walker is a brand and 7 Renaissance Man is not a new company. 8 A. Okay. 9 Q. And that's the communication we went over a 10 minute ago, where you wrote an explanation to Mr. Jackson 11 related to the invoicing and the H. Walker brand, correct? 12 A. Yes. 13 Q. You know now that Mr. Jackson was not talking 14 about H. Walker branding; he was talking about H. Walker 15 Enterprises? 16 A. I found that out when I was here. 17 Q. Okay. Then down at the bottom, Carol says to 18 Ms. Blanchard, Please let me know if this is what you are 19 wanting and if it doesn't show the forwarding. 20 Do you know what she's talking about on 21 forwarding? 22 A. No, sir. 23 Q. Whether or not it was forwarded to Carmen Seal 24 or not? 25 A. No, sir, I don't.</p>
<p style="text-align: right;">Page 175</p> <p>1 Ren Man/U.S. Foods. It appears that Ms. Walker sent it to 2 herself instead of to Ms. Seal. 3 Do you see that? 4 A. (Witness reviews document.) 5 Q. I'm sorry; she sends the -- she sends what she's 6 going to send to Ms. Carmen Seal to Ms. Blanchard for 7 Ms. Blanchard to check it out? 8 A. Well, yes, she probably did. 9 Q. Why is Carol needing Ms. Blanchard's involvement 10 in communicating to Carmen Seal? 11 A. Because Ms. Blanchard was the one that wrote 12 whatever the information that Carol was sending. Carol 13 had no idea what was sending. So there was a mistake made 14 somewhere, so she wrote it, and Carol wanted Julie to see 15 what it was. 16 So she wrote to Julie to say, This letter 17 here, is this what you want me to say? 18 Q. And this deals with Famous 34 display bins 19 related to some invoicing from Peachtree Packaging? 20 A. Yeah, I guess, I assume. 21 Q. And were those the display bins related to the 22 sale of waffle with Jet Foods? 23 A. Some of them, yes. 24 Q. Why was an explanation to Ms. Carmen Seal 25 needing to be had back in October of 2017?</p>	<p style="text-align: right;">Page 177</p> <p>1 Q. And then at the top, it appears that 2 Carol Walker has sent this -- this document where she's 3 communicating to you and Julie on October 31st, to you and 4 Julie again on January the 3rd of this year? 5 A. Yes, sir. 6 Q. Had you-all made inquiry to Carol about this? 7 A. What I did is -- that was for your discovery. 8 You wanted discovery, and I knew that was a letter where 9 she was clarifying this to Carmen. So instead of me 10 having to go through my computer to find all that junk, I 11 asked Carol if she could find it quicker and send it to 12 me, so that's when she sent it to me, and we sent it to 13 you in the discovery. 14 Q. Actually, let me show you got -- 15 MR. SIMMS: You got another clip? 16 THE REPORTER: (Indicating.) 17 Q. (BY MR. SIMMS) What is Exhibit 15, Mr. Walker? 18 (Exhibit 15 marked.) 19 MR. KING: What's the number? 20 MR. SIMMS: Yeah, I'm sorry; what's the 21 number? 22 A. RMFS 304. 23 Q. (BY MR. SIMMS) And 305? 24 A. Yes, 304 and 305. 25 (Witness reviews document.)</p>

<p style="text-align: right;">Page 178</p> <p>1 Q. Looking at 305 --</p> <p>2 A. Yes, sir.</p> <p>3 Q. -- it appears that Ms. Walker -- by the way,</p> <p>4 does Ms. Walker work for H. Walker Enterprises and</p> <p>5 Renaissance Man?</p> <p>6 A. She just works for Renaissance Man, but she does</p> <p>7 work -- a lot of different things.</p> <p>8 Q. Well, if you look at 303, which I think was</p> <p>9 Exhibit --</p> <p>10 MR. KING: 14.</p> <p>11 Q. (BY MR. SIMMS) -- Number 14?</p> <p>12 A. Okay.</p> <p>13 Q. Under Carol's signature line, she says she's the</p> <p>14 Executive Assistant, Renaissance Man Food Services,</p> <p>15 LLC/H. Walker Enterprises, right?</p> <p>16 A. Yeah. That's cool that she write that. She's</p> <p>17 been with -- she's the longest employee that's been at</p> <p>18 Renaissance Man.</p> <p>19 Q. Okay. Let's look at 305.</p> <p>20 A. (Witness complies.)</p> <p>21 Q. It looks like Ms. Walker sends an e-mail to</p> <p>22 Carmen Seal at Simmons requesting some money.</p> <p>23 A. Okay.</p> <p>24 Q. You agree with me?</p> <p>25 A. Yes, sir.</p>	<p style="text-align: right;">Page 180</p> <p>1 A. No, sir.</p> <p>2 Q. Would that be --</p> <p>3 MR. KING: You're talking over each other</p> <p>4 again; I'm sorry.</p> <p>5 THE WITNESS: Oh, sorry.</p> <p>6 Q. (BY MR. SIMMS) Would that be an indication</p> <p>7 that perhaps the invoices had not been paid?</p> <p>8 A. No, because I assumed they were paid.</p> <p>9 Q. Then if you go to 304.</p> <p>10 A. (Witness complies.)</p> <p>11 Q. It looks like Ms. Seal responds to Ms. Walker.</p> <p>12 A. Okay.</p> <p>13 Q. Do you agree with me?</p> <p>14 A. Yes, sir.</p> <p>15 Q. And she says, Carol, I sent money on November</p> <p>16 the 8th for Peachtree Packaging invoices, as Herschel said</p> <p>17 he would pay us back for them.</p> <p>18 I haven't seen communication indicating,</p> <p>19 any time prior to November 8th, that you indicated to</p> <p>20 Simmons that you were going to be paying for the Peachtree</p> <p>21 Packaging invoices.</p> <p>22 A. I don't understand what you mean.</p> <p>23 Q. Well, do you know what Ms. Seal is referring to</p> <p>24 as to when you made the agreement that you were going to</p> <p>25 be paying for that?</p>
<p style="text-align: right;">Page 179</p> <p>1 Q. \$12,138.76, correct?</p> <p>2 A. Yes, sir.</p> <p>3 Q. And then she sends proof of the invoices and a</p> <p>4 copy of the check from Herschel paying Peachtree</p> <p>5 Packaging.</p> <p>6 A. Yes, sir. I don't see a copy of the check.</p> <p>7 Q. Says, This \$7,395 is to reimburse you for paying</p> <p>8 Peachtree Packaging.</p> <p>9 A. Yes, sir.</p> <p>10 Q. And, again, did -- the Peachtree Packaging deal</p> <p>11 with the Jet Food waffles?</p> <p>12 A. Part of it.</p> <p>13 Q. Not all of it?</p> <p>14 A. No, because some of -- whatever they were doing</p> <p>15 went to other people, not just to Jet. Jet only did</p> <p>16 whatever part.</p> <p>17 Q. Did the check to Peachtree Packaging actually go</p> <p>18 to Peachtree Packaging?</p> <p>19 A. As far as I know. I hope it did, because they</p> <p>20 haven't sent another invoice.</p> <p>21 Q. Well, do you know if Mr. Staples continued to</p> <p>22 get invoices from Peachtree Packaging in the month of</p> <p>23 December of 2017?</p> <p>24 A. I have no clue.</p> <p>25 Q. You don't know?</p>	<p style="text-align: right;">Page 181</p> <p>1 A. No.</p> <p>2 Q. All right. And Ms. Seal asked, did Carol just</p> <p>3 hold the money and send Herschel's check to Peachtree?</p> <p>4 And if that's the case, and Herschel's check has been sent</p> <p>5 to Peachtree, Ms. Seal said she would delete the money</p> <p>6 that she says you owe to Ren Man, and that Carol would not</p> <p>7 need to send another ACH yet until we use up the credit.</p> <p>8 Did I read that correctly?</p> <p>9 A. Yes, sir.</p> <p>10 Q. So would you agree with me that Ms. Seal is</p> <p>11 indicating to Ms. Walker that the monies -- that the</p> <p>12 Peachtree Packaging stuff had already been handled back on</p> <p>13 November the 8th?</p> <p>14 A. No, I wouldn't agree with that because, like I</p> <p>15 say, I don't know what they're talking about here. I see</p> <p>16 all this junk going back and forth, but I have no clue</p> <p>17 what they're talking about.</p> <p>18 Q. Okay.</p> <p>19 A. And I can check my bank account sometime to see</p> <p>20 if they cashed the check. I don't know.</p> <p>21 Q. Looking at your -- do you have a copy of your</p> <p>22 check?</p> <p>23 A. No, you didn't give me one.</p> <p>24 Q. Okay.</p> <p>25 (Exhibit 16 marked.)</p>

<p style="text-align: right;">Page 182</p> <p>1 Q. (BY MR. SIMMS) RMFS 311, is that a copy of 2 your check? 3 A. Yes, sir, it appears it is. 4 Q. In your check, you reference some invoices you 5 were paying in the Memo section of the check, correct? 6 A. Yes, that looks like it. 7 Q. And to me, it's more than one invoice, correct? 8 A. Maybe. 9 Q. Was one from Peachtree Packaging dealing with 10 displays, and another related to film? 11 A. Could have been. Like I said, I have no clue 12 what all of this did. 13 Q. And do you know if all of what you were paying 14 related to the Jet Food waffles? 15 A. Part of it. 16 (Exhibit 17 marked.) 17 Q. (BY MR. SIMMS) Exhibit 17 is going to be 18 RMFS 312. 19 A. (Witness reviews document.) 20 Q. Have you seen that before? 21 A. Yes, I think I have seen this. 22 Q. Okay. This is an e-mail to Carol from 23 Ms. Blanchard, correct? 24 A. Yes. 25 Q. And Ms. Blanchard sends this from her mac.com</p>	<p style="text-align: right;">Page 184</p> <p>1 A. Yes, and those are sliced. 2 Q. And the waffles that were being sold to 3 Jet Foods were being individually wrapped for individual 4 sale, correct? 5 A. True and false. Like I said, they -- Jet also 6 owned a couple of like little restaurant things. And I 7 know they made a sandwich for a little while. So now, I 8 know it was being sold from the house out of South 9 Carolina, so I don't know whether they did the slice there 10 or not. Now, that, I don't know. But I know the 11 singles -- they did do a single. I do know that. 12 Q. Let me ask you this, Mr. Walker: The film that 13 was ordered and dealt with the wrapping of the individual 14 waffles to be sold at Jet Foods, it was film related to 15 Famous 34, correct? 16 A. Yes, sir. 17 Q. Do you know if that was digital film or plate 18 film? 19 A. I have no clue. I wouldn't know the difference. 20 Q. If it was either one, if it was plate, the plate 21 would have to be sent to HartyBake; or if it was digital, 22 the digital had to be sent to HartyBake? 23 A. You're talking French to me. 24 Q. Talking French to you? 25 A. Yeah, I have no clue where they're sending it</p>
<p style="text-align: right;">Page 183</p> <p>1 e-mail address, but under her signature line, she's got 2 "H. Walker Enterprises"; is that correct? 3 A. Yes, sir. 4 Q. And she is saying to Carol, Here's some details 5 for Carmen to clarify any confusion caused by the error 6 made in the PO to Peachtree Packaging for the Famous 34 7 waffle display bins, correct? 8 A. Okay, yes, sir. 9 Q. And she includes various points of sale related 10 to waffles, correct? 11 A. Yes, sir. 12 Q. And then she says, Renaissance Man has been 13 selling food service waffles, bulk and presliced. 14 The waffles that were going to be to 15 Jet Foods, those were not in bulk, were they? 16 A. No, sir. I think they were just -- wait. 17 Now, Jet has a food service arm, and 18 which -- out of South Carolina may deliver. I'm not sure. 19 I know they were doing a sandwich. So I don't know -- I 20 know they did the singles. I don't know about the bulk, 21 but they could have. 22 Q. Well, bulk is where the waffles are not 23 individually wrapped. They're put into a plastic piece of 24 material with numerous waffles in it and sealed and then 25 dropped into a cardboard box, correct?</p>	<p style="text-align: right;">Page 185</p> <p>1 to. 2 Q. Well, if HartyBake is making the waffle, and 3 they're going to wrap them individually coming down the 4 production line, they need the plates or the film to make 5 the packaging that wraps it as it's coming down the line, 6 right? 7 A. Yes, sir. 8 Q. Do you know what entity prepared that film? 9 A. No, sir. 10 Q. She goes on to say that, In addition, we have 11 now launched a Famous 34 retail waffle that will be 12 distributed by U.S. Foods and, hopefully, by Sysco by year 13 end. 14 A. Uh-huh. 15 Q. These are marketed under the H. Walker Foods 16 brand like the Simmons chicken products, the Whole Hog 17 Sausage from Swaggerty, and the poultry items done by 18 Tip Top Poultry, all of which Simmons invoice. 19 Did I read that correctly? 20 A. Yes, sir. Yes, sir. 21 Q. Says, The Famous 34 waffle is on the last page 22 on the attached set of H. Walker POS sheets. Our first 23 big sale with the 34 waffles will go through U.S. Foods, 24 which is now distributing to C-Stores, as well as various 25 Grab-n-Go concepts, one being at the University of</p>

<p style="text-align: right;">Page 186</p> <p>1 Georgia.</p> <p>2 The Famous 34 bins -- we're talking about</p> <p>3 bins now; we're not talking about film, correct?</p> <p>4 A. Right.</p> <p>5 Q. That was ordered from Peachtree Packaging.</p> <p>6 And my question to you is: Does this</p> <p>7 indicate that there's a separate film related to the</p> <p>8 Jet Food waffles that were created from an entity other</p> <p>9 than Peachtree Packaging?</p> <p>10 A. That's what I'm saying. I have no clue.</p> <p>11 Peachtree Packaging seems to be doing both of them.</p> <p>12 Q. The Famous 34 bins we ordered from Peachtree</p> <p>13 Packaging are POS floor displays to hold the waffles and</p> <p>14 generate increased sales at the C-Stores?</p> <p>15 That's not true, is it, Mr. Walker?</p> <p>16 A. No, that's totally true.</p> <p>17 Q. What is true is that the Peachtree Packaging</p> <p>18 invoices dealt with the packaging related to the Jet Food</p> <p>19 waffle sales --</p> <p>20 A. Not true.</p> <p>21 Q. -- that H. Walker Enterprises intended to sell,</p> <p>22 receive the revenue, and not share with Simmons?</p> <p>23 A. Totally not true.</p> <p>24 Q. Okay.</p> <p>25 A. And you can go to the University of Georgia now,</p>	<p style="text-align: right;">Page 188</p> <p>1 Q. What Ms. Blanchard had done was she had changed</p> <p>2 the PO to Peachtree Packaging related to the Jet Food</p> <p>3 waffles, correct?</p> <p>4 A. Say that -- she had changed the PO?</p> <p>5 Q. Related to the Jet Food waffles.</p> <p>6 When you and her were traveling to Hawaii,</p> <p>7 didn't she change it then? Isn't that the PO she changed?</p> <p>8 A. When she was in Hawaii, I thought she had</p> <p>9 changed the PO. It would have to be John and Blaine doing</p> <p>10 that because I thought she didn't mess with anything with</p> <p>11 PO over there. But that, I couldn't answer to. I have no</p> <p>12 idea. I don't know the mistake she made, but I --</p> <p>13 Q. The PO that Ms. Blanchard had issued out of the</p> <p>14 Savannah office, it didn't deal with H. Walker Foods</p> <p>15 brand; it dealt with H. Walker Enterprises as the entity</p> <p>16 doing it, correct?</p> <p>17 A. No, I don't think it did.</p> <p>18 Q. Well, let me show you this document here.</p> <p>19 A. Okay.</p> <p>20 (Exhibit 18 marked.)</p> <p>21 Q. (BY MR. SIMMS) We'll make it Exhibit 18.</p> <p>22 MR. KING: What's the document number?</p> <p>23 MR. SIMMS: RMFS 325.</p> <p>24 A. Okay.</p> <p>25 Q. (BY MR. SIMMS) Is that point of sale material</p>
<p style="text-align: right;">Page 187</p> <p>1 and you will see them; or you can go to Golden Pantry now</p> <p>2 and you could see it as well.</p> <p>3 Q. Was the invoicing related to the Peachtree</p> <p>4 Packaging concerning to you and Ms. Blanchard that it was</p> <p>5 being sent to Simmons to be paid the cost?</p> <p>6 A. For \$7,000?</p> <p>7 Q. Yes, sir.</p> <p>8 A. No.</p> <p>9 Q. It's not the \$7,000, is it; it's the effort to</p> <p>10 grow H. Walker Enterprises and not share in the profits</p> <p>11 with Simmons and fund the expenses of that effort through</p> <p>12 the Simmons/H. Walker/Renaissance Man relationship.</p> <p>13 That's the issue, isn't it?</p> <p>14 A. No, sir. I love Simmons. They've made me a</p> <p>15 great company. And like I said earlier, I love the</p> <p>16 relationship Simmons and I have had. I don't care about</p> <p>17 sharing with them. They have -- we've built a great</p> <p>18 company together.</p> <p>19 Q. Ms. Blanchard goes on to say that, In order to</p> <p>20 meet production deadlines, I personally expedited and</p> <p>21 created the PO to Peachtree Packaging and made the mistake</p> <p>22 of using the H. Walker Foods brand name when, in fact, it</p> <p>23 should have been issued from Renaissance Man; is that</p> <p>24 correct?</p> <p>25 A. Yes, sir.</p>	<p style="text-align: right;">Page 189</p> <p>1 for the Famous 34 waffle?</p> <p>2 A. Yes.</p> <p>3 Q. Famous 34 waffle is the one that's going to be</p> <p>4 sold to Jet Foods, correct?</p> <p>5 A. Yes.</p> <p>6 Q. It indicates that with respect to that waffle,</p> <p>7 to contact Ms. Blanchard, and contact her at H. Walker</p> <p>8 Enterprises, correct?</p> <p>9 A. Well, see, that's what's weird because -- and I</p> <p>10 remember John wanted to change -- and I'm not sure if this</p> <p>11 is the document, but change it to H. Walker Enterprises.</p> <p>12 So I'm not sure if this is the sheet or that there was</p> <p>13 another sheet. This could be it. Like I said, I don't</p> <p>14 know, but I know he wanted to change it to H. Walker</p> <p>15 Enterprises, and that's what he talked about, I think, in</p> <p>16 the first meeting, during his deposition, how he was</p> <p>17 manufacturing some of this stuff.</p> <p>18 Q. He's not manufacturing anything.</p> <p>19 A. Oh, yes, he was.</p> <p>20 Q. You and Ms. Blanchard are the manufacturers.</p> <p>21 A. Okay.</p> <p>22 Q. And you're trying to cover up what you were</p> <p>23 trying to do through these explanations to Simmons.</p> <p>24 And isn't it correct that this document</p> <p>25 here was an enclosure that Ms. Blanchard sent to Carol for</p>

<p style="text-align: right;">Page 190</p> <p>1 Carol to use to try to explain to Carmen Seal at Simmons 2 what was taking place with respect to the Jet Food 3 waffles, and trying to make it appear that it was related 4 to the sale of waffles to U.S. Foods? 5 A. No, because if you remember, we talked about him 6 changing a lot of stuff to H. Walker Enterprises. And we 7 have e-mails of him wanting to change stuff to H. Walker 8 Enterprises, where he's telling his daughter to change 9 them, and also asked me about someone working for me for 10 H. Walker Enterprises. So these are his manufacturing, 11 not H. Walker Enterprises. 12 Q. Would you agree with me that the document I just 13 gave you, Exhibit 18, deals with Famous 34 waffles? 14 A. Right, yes. 15 Q. And it indicates to contact Ms. Blanchard with 16 H. Walker Enterprises? 17 A. I would agree with that's what this says. But 18 I'm agreeing that I don't agree, that I don't know whether 19 it's real or not. And the reason why is because I've seen 20 other documents manufactured by him that's not real, by 21 John Staples. 22 Q. Well, sir -- 23 A. So I'm not sure. 24 Q. Okay. This document did not come from 25 Mr. Staples. This was a document that Ms. Blanchard</p>	<p style="text-align: right;">Page 192</p> <p>1 Ren Man? 2 A. Because it wasn't done right. 3 Q. And what was wrong with it? 4 A. I have no clue. Like I said, all I know is she 5 said, it wasn't done right, it wasn't done right, and it 6 redone -- well, I reckon it was redone. If you have the 7 PO, you can show it to me. That would be nice. 8 Q. Says, We want to get this invoice paid as it's 9 now past due. 10 A. Yes. 11 Q. Was Ms. Staples continuing to receive invoices 12 from Peachtree Packaging and continuing to send them to 13 you, Mr. Eisenman, or Ms. Blanchard, telling you-all to 14 pay them since this related to the Jet Food Famous 34 15 waffle? 16 A. Mr. Staples never sent me an invoice telling me 17 to pay anything. That's what's so funny. He has never 18 sent me an invoice telling me to pay it. 19 Q. Well, where did Ms. Blanchard receive the 20 invoice that she's talking to Carol about in Exhibit 312? 21 A. She may have got it from Carol, calling and 22 sending it to Carol, but John has never sent an invoice to 23 me, to Julie, to Ron about, Pay this invoice. 24 Q. How would Carol be receiving invoices from 25 Peachtree Packaging related to displays that Peachtree</p>
<p style="text-align: right;">Page 191</p> <p>1 provided to Carol Walker, who acts and works for H. Walker 2 Enterprises or Renaissance Man, in Savannah, Georgia, 3 correct? Okay? 4 A. Okay, okay. Yes, sir. 5 Q. So this is something that Ms. Blanchard is 6 providing to Ms. Walker, and Mr. Staples is not even 7 involved in the supplying of the document to Ms. Walker, 8 is he? 9 A. No, I'm saying that's fine. But she worked for 10 a lot of different things, so H. Walker -- this is the 11 e-mail address and her phone number, so that's why I'm 12 confused at what you're getting at. 13 This doesn't say anything, but it says her 14 e-mail address and her phone number. 15 Q. And then it says that, We can either reissue the 16 PO from Ren Man -- 17 MR. KING: I'm sorry; what are we looking 18 at? 19 MR. SIMMS: Back on Document 312. 20 Q. (BY MR. SIMMS) Which Document 18 was an 21 enclosure. 22 Says, We can either reissue the PO from Ren 23 Man, or Herschel can pay Peachtree Packaging direct and 24 submit the invoice for reimbursement. 25 Why is the PO needing to be reissued from</p>	<p style="text-align: right;">Page 193</p> <p>1 Packaging prepared for the waffles? 2 A. As I said, John was getting the invoices. He 3 may have been sending them. But I never received invoice. 4 Julie never received invoice. Ron never received invoice. 5 Carol had no -- Carmen got the invoice. I never seen an 6 invoice, and I got the thing to pay it, and I paid it 7 because it said it was going to be past due. 8 Q. You agree with me that these communications from 9 Ms. Blanchard, inclusive of your communication to 10 David Jackson, all pertain back to Mr. Jackson raising the 11 issue of invoicing related to H. Walker Enterprises, 12 correct -- 13 A. As of what I -- 14 Q. -- in his October 25th e-mail? 15 MR. KING: Why are you talking over him? 16 A. No, I'm saying as I knew when he sent it there, 17 or as I know today? 18 Q. (BY MR. SIMMS) Back on October the 25th -- I 19 thought we went through this a few moments ago -- 20 A. No, no, no. What I'm saying is, when he sent 21 that to me, I had no clue what Dave Jackson was talking 22 about. 23 Q. If you had no clue what he was talking about, 24 how can you go about penning and drafting to him an 25 explanation the next day?</p>

<p style="text-align: right;">Page 194</p> <p>1 A. Because he's the one that told me that they were 2 upset about the waffles. And he had told me that he never 3 said not to pay them. John was the one that told me this. 4 I didn't know anything about waffles. I didn't even know 5 until this (indicating), until I've seen it now. As I 6 said, I've seen this before. I don't do that. 7 Q. You and Ms. Blanchard were responding to the 8 invoices related to waffles back in October of 2017; 9 that's before this lawsuit happened, right? 10 A. John was going and manufacturing -- remember, he 11 went in on a call. Remember he went in on a call, the 12 conference call that you guys discussed with David, the 13 conference call, to tell him about something with the 14 waffles. You forgot about that, about the waffle, the 15 conference call, that we were doing something wrong. So 16 that's the manufacturing of the problems right there. 17 Q. That upset you; you thought Mr. Staples was 18 manufacturing problems back in October of 2017? 19 A. I didn't know it. 20 Q. Well, again, you wrote an explanation to 21 Mr. Jackson the day after you received his communication 22 raising a concern related to invoicing. I know he used 23 the word "H. Walker Foods," and you know he meant 24 H. Walker Enterprises? 25 A. No, sir, I don't. I thought he was -- that's</p>	<p style="text-align: right;">Page 196</p> <p>1 submitted one expense in the whole relationship I have 2 with Simmons so -- and that's \$7,000. 3 Q. Yeah. I want to talk about what's going on in 4 October of 2017. 5 A. Well, that's what I was talking about because I 6 said, one bill in -- how many years -- nine years of 7 \$7,000, which didn't matter, and I didn't never thought 8 about that. 9 Q. And Mr. Staples told you he was the someone who 10 had indicated to Simmons not to pay it, correct? 11 A. Mr. Staples never told me that. Mr. Staples 12 said, Oh, I don't know who's doing it. I'll find out. 13 That's the only thing he's ever said. He never told me he 14 was the one that said not to pay it. Not one time. 15 Q. If you had not had that discussion with 16 Mr. Staples, Mr. Walker -- listen to me -- 17 A. Okay. 18 Q. -- how could you tell David Jackson in an e-mail 19 that someone is saying no to you, and you're the CEO of 20 the company? 21 A. John had said they said, no, they're not going 22 to pay it. And Carol said that they wasn't going to pay 23 it. So that's how I said they're saying no. But John 24 said he wasn't the one that told them not to pay it. 25 Q. I thought you told me that he indicated to you</p>
<p style="text-align: right;">Page 195</p> <p>1 the reason I said H. Walker is a brand. If he had said 2 H. Walker Enterprises, I probably would have answered him 3 to that, but he said H. Walker Foods. That's why I 4 responded that's a brand. 5 Q. And Ms. Blanchard, on October 31st, which is 6 within five or six days of you sending the response to 7 Mr. Jackson to his October 25th e-mail, where he raises 8 issues concerning invoicing, providing Carol an 9 explanation to provide to Carmen Seal. 10 A. Okay. 11 Q. Correct? 12 A. Okay. What are you getting at? 13 Q. Now, let's go back. 14 Carmen Seal raised issues related to those 15 invoices herself internally as Simmons, correct? 16 A. That's what I found out. 17 Q. And she contacted Mr. Staples and asked him 18 about it? 19 A. Yes. 20 Q. And then when you found out that someone was 21 questioning some invoicing and some expenses, you 22 communicated to Mr. Staples and said, Someone is telling 23 Simmons not to pay my bills? 24 A. I didn't say someone's telling them not to pay 25 our invoice. I never said pay my bills, because I only</p>	<p style="text-align: right;">Page 197</p> <p>1 he was the one who told them not to pay it? 2 A. No. Go back and read it. I said, John wimped 3 out again and said he was -- he said, Oh, no, I never said 4 anything. 5 MR. KING: When you're done with this 6 line -- 7 MR. SIMMS: Want to take a break? 8 MR. KING: I do when you're done with this 9 line. 10 MR. SIMMS: Let me have a moment. I may be 11 done with this line. 12 I'm done with this line. 13 (Recess in the proceedings from 2:47 to 14 2:59 p.m.) 15 Q. (BY MR. SIMMS) Mr. Walker, do you know who 16 SupplyOne is? 17 A. SupplyOne? 18 Q. SupplyOne. 19 A. No, sir. 20 Q. Do you know if they created the film and the 21 plate for film for the Famous 34 waffles to be sold to 22 Jet Foods? 23 A. No, sir. 24 Q. All right. Did Simmons ever agree to pay the 25 Peachtree Packaging invoices?</p>

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1 A. Well, I have no idea. I assume they did.
2 Q. If they did, do you know why Blaine Walker would
3 correct himself in January of 2018 in communications with
4 HartyBake to tell them that they should maintain two
5 separate POs related to waffles they were making, one for
6 frozen bulk sales, versus retail waffles?
7 A. I have no idea.
8 Q. Any isn't it the reason he corrected himself is
9 because H. Walker Enterprises is selling waffles through
10 it that it doesn't intend to share in a profit with
11 Simmons?
12 A. No, sir.
13 Q. Well, why would Mr. Walker, Blaine Walker, tell
14 HartyBake to maintain two separate POs for the production
15 of waffles?
16 A. I have no clue.
17 Q. On December the 12th, 2017, there was a meeting
18 between you, David Jackson, Mr. Eisenman, and I think
19 Ms. Blanchard attended too, correct?
20 A. Yes, sir.
21 Q. Was there any other persons in the room besides
22 the ones I just mentioned?
23 A. No, sir.
24 Q. And Mr. Staples' termination was discussed,
25 correct?

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1 A. Yes, sir.
2 Q. And why did you want to terminate Mr. Staples?
3 A. I lost all type of trust in John.
4 Q. What had he been doing that led to lack of
5 trust?
6 A. What he'd been doing is he put on like, what,
7 three or four different brokers. He wasn't doing what I
8 asked him to do. We called a meeting; he don't come -- he
9 don't bring what I ask to come to the meeting when he come
10 to the meeting.
11 And I think one of the things that was
12 really, really terrible, one of the biggest meetings down
13 at Sysco that started at 1:00 in afternoon, John flew in
14 the night before, and he didn't go to lunch with us or
15 anything. And he shows up to the minute about 40 minutes
16 late. When he show up to the meeting, he's smelling like
17 perfume, and then the next thing that happened is John
18 said, Oh, when is the meeting over? I got to go. And I
19 knew then that something was going on with him.
20 Q. By the way, the e-mails you talked about having
21 from Mike Rogers, was that from Tamajon Bivins?
22 A. Yes, sir.
23 Q. And did she ever work for Renaissance Man?
24 A. No, sir. She was a broker for Renaissance Man.
25 Q. Is her e-mail address Tama, T-A-M-A-J-O-N-B

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1 @yahoo.com?
2 A. I have no clue what you're talking about.
3 Q. Did you ever have a relationship with her?
4 A. No, sir.
5 Q. You deny that?
6 A. I know who she is.
7 Q. You deny having a relationship with Tamajon?
8 A. I never had a relationship with Tamajon,
9 whatever her name, never have.
10 Q. But you say she -- the e-mails you have
11 concerning Mr. Mike Rogers is from Tamajon?
12 A. Yes, sir, and I have them.
13 Q. And are those e-mails and -- that you have, have
14 an e-mail address for Tamajon as T-A-M-A-J-O-N-B
15 @yahoo.com?
16 A. I have no clue.
17 Q. So you terminated Mr. Staples because you think
18 he was with some other woman --
19 A. No.
20 Q. -- at the Sysco meeting?
21 A. No, sir, that's not it. There was a lot of
22 things he was terminated for.
23 Q. All right. And then Mr. Eisenman puts together
24 a memo that is sent by him to you and Mr. Jackson,
25 correct?

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1 A. Yes, sir.
2 Q. Okay. And is there anything in that memorandum
3 that Mr. Eisenman prepared that was not agreed upon during
4 the December 12th, 2017, meeting in Atlanta?
5 A. I never looked at the memo until I saw it here
6 because I never -- memo didn't mean anything to me, but I
7 knew what I was going to do.
8 Q. What were you going to do?
9 A. Terminate John.
10 Q. Do you have an employment agreement with
11 Mr. Staples?
12 A. No, sir. And I hate to say, I think that's the
13 wrong word to say "terminate." I didn't terminate him. I
14 offered him a consultant job with Renaissance Man because,
15 you know, since I was able to run Renaissance Man, I
16 didn't say who worked and did not work for me.
17 Q. Did you need to have the discussion of
18 Mr. Staples' termination with a representative from
19 Simmons to agree on what you were doing?
20 A. Not at all.
21 Q. Not at all?
22 A. Not at all.
23 Q. Well, if they employed him, why wouldn't you
24 need their involvement?
25 A. He was employed by Simmons only to be loaned out

<p style="text-align: right;">Page 202</p> <p>1 to Renaissance Man. So I had a right to tell what I want 2 to do with my company, when if John was not doing what I 3 thought was right for Renaissance Man, I had the right to 4 get rid of him. 5 (Exhibit 19 marked.) 6 MR. KING: That's Exhibit Number what -- 7 MR. SIMMS: 19; excuse me. RMFS 106. 8 Q. (BY MR. SIMMS) Again, was there -- well, I 9 think you answered my question. 10 You did not look at the memorandum you 11 received from Mr. Eisenman, which is Exhibit 19, because 12 you said you knew what you were going to do anyway; is 13 that right? 14 A. Yes, sir. 15 Q. Pardon? 16 A. Yes, sir. 17 Q. Okay. Reading the e-mail from Mr. Eisenman to 18 you and Mr. Jackson, Mr. Eisenman says to, Keep the 19 contents confidential so it does not get back to 20 Mr. Staples. 21 Is that what he says? 22 A. Yes, sir, that's what it says. 23 Q. Why was it important that the details of the 24 content of the memo not get back to Mr. Staples? 25 A. I reckon he wanted to wait until I talked to</p>	<p style="text-align: right;">Page 204</p> <p>1 A. Yes, sir. 2 Q. Why did you want to record it? 3 A. I didn't think about it. Just something to 4 record because John -- and you've seen it, he has a 5 tendency with the truth sometimes. 6 Q. Oh, I have -- 7 A. No, I said John has the tendency with the truth. 8 Q. Well, we're trying to get to the truth. 9 A. Yes. 10 Q. And you are the one that recorded the meeting 11 with Mr. Staples? 12 A. Yes, sir. 13 Q. Did you tell him in that meeting that his 14 daughter was going to be terminated from her employment 15 with Simmons? 16 A. No. John asked me to hire his daughter at the 17 end. He said, Will you hire my daughter? And I said, 18 Yes, I'll hire your daughter. But, John, I won't be over 19 her. As long as she do the job, Blair will have a job. 20 Q. All right. Did you instruct Mr. Eisenman to 21 advise Mr. Jackson to keep the contents of the memorandum 22 confidential so it wouldn't get back to Mr. Staples? 23 A. Like I said, I never had -- this thing came to 24 me. I never looked at it. My mind was made up what I 25 wanted to do way before the 27th, by the 12th.</p>
<p style="text-align: right;">Page 203</p> <p>1 John. I reckon. I have no clue what he meant by that. 2 Q. Let's talk about that. 3 When you talked to John, that was December 4 the 27th, 2017? 5 A. Yes, sir. 6 Q. What did you communicate to John that got him to 7 the Atlanta offices of Mr. Eisenman on December 27th, 8 2017? 9 A. That we wanted to talk to restructuring brokers. 10 Q. And did Mr. Staples think there was going to be 11 a meeting with -- is it FCS or FCE? 12 A. FSE, I think. 13 Q. Did he think there was going to be a meeting? 14 A. Yes, sir. 15 Q. Did -- did either you or Mr. Eisenman inform 16 Mr. Staples that the meeting on the 27th was being 17 recorded? 18 A. No, sir. 19 Q. Were you aware that it was being recorded before 20 it took place, the recording? 21 A. I was the one that recorded it. 22 Q. How did you record it? 23 A. On my phone. 24 Q. So that recording comes from your phone and not 25 some device in -- the law firm owned?</p>	<p style="text-align: right;">Page 205</p> <p>1 Q. When did you make up your mind what you were 2 going to do? 3 A. The meeting we had in November. 4 Q. The clear-the-air meeting? 5 A. Yes, sir. 6 Q. Did you express to Mr. Staples or Mrs. Staples 7 what you were going to do during that meeting? 8 A. No, sir. 9 Q. Did you send out a memo after that meeting to 10 all the people who worked for DSM, inclusive of 11 Mr. Staples and Renaissance Man, about what your plans 12 were about going forward in 2018? 13 A. I may have. I don't know if you got it. I may 14 have. 15 Q. If you had made up your mind that you were going 16 to terminate Mr. Staples before then, why send out that 17 memo? 18 A. Why not send it out? I'm terminating -- I hate 19 to say "terminate." I was getting rid of John. Everybody 20 else was staying. 21 Q. Was Mrs. Staples going to keep her ownership 22 interest in DSM-3? 23 A. No, sir. John knew Kim was leaving way before 24 that because that's the reason he kept trying to get all 25 these other brokers to buy his DSM-1, -2, and -3. He knew</p>

<p style="text-align: right;">Page 206</p> <p>1 that before. We talked about that. And he know we talked 2 about that.</p> <p>3 I said, The job is not getting done. Your 4 family is not doing the work. I've said, I've terminated 5 my family when they were not working. And he made that 6 statement that, Oh, I fired my family. Yes, I did make 7 that statement. I have fired my family when they were not 8 working.</p> <p>9 So that's the reason John was talking to 10 Radiant, talking to Core, talking to this and talking to 11 them, and all of these different brokers, and talking to 12 Robert to talk to me and all that.</p> <p>13 Q. Well, the reason he was talking to those 14 entities is because you were pressing him to find new 15 suppliers or change the makeup of Renaissance Man, because 16 Renaissance Man in 2015 learned that Sysco and other 17 potential food purchasers did not view Renaissance Man as 18 a supplier any longer; only viewed them as a broker.</p> <p>19 Isn't that correct?</p> <p>20 A. That is totally wrong and that's a bold-face lie 21 from John. I won an award, just won an award as a 22 supplier from Sysco, and even on your own document, it 23 showed me -- 20 down, as it says, supplier is Renaissance 24 Man. So that's a lie. That is totally not the truth.</p> <p>25 Q. But you admit that you learned that Simmons</p>	<p style="text-align: right;">Page 208</p> <p>1 A. Do you need it?</p> <p>2 Q. (BY MR. SIMMS) No, you keep it. We're coming 3 back to it.</p> <p>4 Was the agreement that was made between 5 you, Mr. Eisenman, Mr. Jackson, on December 12th, 2017, 6 the Plan A, and the difference between Plan B was whether 7 or not Mr. Staples cooperated?</p> <p>8 A. No. It had nothing to do with that, I don't 9 think, because my thing was, at first, I didn't want to 10 give Mr. Staples anything because of him being -- lying, 11 because of him not doing what he's supposed to do, and him 12 doing all the other things with expenses and his home 13 rent -- well, anyway...</p> <p>14 So I didn't want to give him anything. I 15 got talked into offering what they call a "severance" and 16 stuff. I said, Okay, that's fine. And at the meeting, 17 John negotiated his package, and I negotiated with him. I 18 said, Okay. And he said, All in. Even at the end, he 19 said, Let's shake hands and leave here friends. He even 20 asked for a couple autographs.</p> <p>21 And so I didn't have no Plan A or Plan B 22 and his cooperation. Because if he didn't want the first 23 plan, he was going to be fired and get nothing. So that 24 was the way I looked at it. And, you know, for him to 25 settle for the 255, he had to do something.</p>
<p style="text-align: right;">Page 207</p> <p>1 and/or Tip Top made a bid direct to Sysco without 2 Renaissance Man in 2015, correct?</p> <p>3 A. I learned -- John told me there was a bid. 4 Tip Top was bidding before alone. I learned that Simmons 5 wanted to bid on some products without Renaissance Man.</p> <p>6 Q. What product was that?</p> <p>7 A. I have no idea, but that was --</p> <p>8 Q. Was it part of the process?</p> <p>9 MR. KING: Can you please stop talking over 10 him when he's answering?</p> <p>11 A. You know, to be honest, I don't know. It might 12 have been as high as breasts. I'm not sure what product 13 it was.</p> <p>14 Q. (BY MR. SIMMS) Did Sysco initiate the meeting 15 with Simmons about bidding direct?</p> <p>16 A. I have no clue.</p> <p>17 Q. Mr. Walker, why were there two plans, Plan A and 18 Plan B, concerning termination of Mr. Staples?</p> <p>19 A. I have no clue. That may have been Ron just 20 thought of a Plan A, Plan B. Like I said, I had no plan 21 but Herschel Walker, Plan A.</p> <p>22 MR. SIMMS: What document is that again? 23 It's probably part of the Renaissance Man.</p> <p>24 MR. KING: It's 106.</p> <p>25 MR. SIMMS: Number 106.</p>	<p style="text-align: right;">Page 209</p> <p>1 Q. Who talked you into this so-called severance?</p> <p>2 A. Ron Eisenman and David Jackson said, No, you 3 need to offer him severance.</p> <p>4 Q. You didn't offer him severance, did you? You 5 offered him a job to be a consultant for a job you didn't 6 even know what it would be?</p> <p>7 A. You're 100 percent correct because I would have 8 never asked him to do anything. So he was going to get 9 \$255,000 severance would have been even less because 10 severance is even less. But I offered him what he 11 negotiated. I didn't even negotiate that. He negotiated 12 that.</p> <p>13 Q. During the meeting on the 12th, did it come up 14 and discuss the aggressive discipline policy that Simmons 15 had with respect to Mr. Staples?</p> <p>16 A. No, sir.</p> <p>17 Q. Did it come up and get discussed that 18 Mr. Staples was not an at-will employee of Simmons?</p> <p>19 A. No, sir.</p> <p>20 Q. Was it discussed what the operating agreement of 21 DSM-3 required to pay Mrs. Staples for her ownership 22 interest in DSM-3?</p> <p>23 A. No, sir.</p> <p>24 Q. It was discussed that Mr. Staples had a 25 Consulting Agreement with DSM-3, correct?</p>

<p style="text-align: right;">Page 210</p> <p>1 A. I don't think that was -- I don't think that was</p> <p>2 talked about either. I don't think we talked about no</p> <p>3 consulting anything.</p> <p>4 Q. Well, look at the memorandum of Mr. --</p> <p>5 A. Eisenman.</p> <p>6 Q. -- Eisenman, yes.</p> <p>7 What document number was that again?</p> <p>8 MR. KING: 106.</p> <p>9 Q. (BY MR. SIMMS) Is the actual proposal</p> <p>10 attached? Is that Documents 106 through 108?</p> <p>11 A. (Witness reviews document.)</p> <p>12 Yes, sir.</p> <p>13 Q. All right. It says the proposals do not only</p> <p>14 concern John, they concern Kim and Blair Staples too; is</p> <p>15 that correct?</p> <p>16 A. Yes, sir.</p> <p>17 Q. So the entire family was going to be wiped out?</p> <p>18 MR. KING: Objection of characterization.</p> <p>19 That's argumentative.</p> <p>20 A. No, because John asked me to hire Blair, so</p> <p>21 Blair would have had a job, as far as I know. Like I</p> <p>22 said, this here (indicating), I never paid any attention</p> <p>23 to, because I didn't -- this didn't have no relevance to</p> <p>24 who -- or what I was doing.</p> <p>25 Q. (BY MR. SIMMS) Did you and Mr. Eisenman</p>	<p style="text-align: right;">Page 212</p> <p>1 discuss it with Simmons?</p> <p>2 A. No.</p> <p>3 Q. Let's look at Proposal A concerning</p> <p>4 John Staples.</p> <p>5 A. (Witness complies.)</p> <p>6 Okay.</p> <p>7 Q. Under that proposal, John is to terminate his</p> <p>8 employment as general manager at Renaissance Man?</p> <p>9 A. Yes, sir.</p> <p>10 Q. So under that proposal, Mr. Staples was going to</p> <p>11 resign?</p> <p>12 A. I was going to get rid of him.</p> <p>13 Q. It says, John to terminate his employment; in</p> <p>14 other words, it's discussing an action or some conduct or</p> <p>15 behavior by Mr. Staples in doing something related to his</p> <p>16 employment.</p> <p>17 And I take that to mean that he was going</p> <p>18 to resign as general manager of Renaissance Man.</p> <p>19 A. Well, I take it to mean, I don't know what Ron</p> <p>20 is talking about. Like I said, I made my mind up in</p> <p>21 November that I was getting rid of John.</p> <p>22 Q. Okay. It says here in parentheses, Simmons is</p> <p>23 John's official employer.</p> <p>24 Did I read that correctly?</p> <p>25 A. Yes, sir.</p>
<p style="text-align: right;">Page 211</p> <p>1 discuss if word of this -- these proposals got back to</p> <p>2 John what might happen?</p> <p>3 A. No, sir.</p> <p>4 Q. Okay. Let's go over the proposal. I think it</p> <p>5 starts on page 107.</p> <p>6 A. Yes, sir.</p> <p>7 Q. And it starts out that it relates to</p> <p>8 John Staples, Kim Staples, Blair Staples, and DSM Sales</p> <p>9 and Marketing, correct?</p> <p>10 A. Where are you looking at?</p> <p>11 Q. I'm looking at Document 107, at the top in the</p> <p>12 Reference.</p> <p>13 A. All right.</p> <p>14 Q. And Mr. Eisenman indicates, this is what was</p> <p>15 discussed during the David Jackson meeting in Atlanta on</p> <p>16 December the 12th, 2017, correct?</p> <p>17 A. No. He doesn't say that's what was discussed.</p> <p>18 Q. Look right under the beginning, and it says,</p> <p>19 Proposal A and B were discussed with David Jackson at the</p> <p>20 meeting in Atlanta on December 12th, 2017, correct?</p> <p>21 A. Right.</p> <p>22 Q. Did you feel like that these proposals needed to</p> <p>23 be discussed with Mr. Jackson?</p> <p>24 A. No.</p> <p>25 Q. You felt like you needed to collaborate or</p>	<p style="text-align: right;">Page 213</p> <p>1 Q. And John would give up his role as a paid</p> <p>2 consultant to DSM?</p> <p>3 A. Yes, sir.</p> <p>4 Q. Would you agree with me that that provision of</p> <p>5 the proposal concerning John we just went over was</p> <p>6 discussed on December the 12th, 2017?</p> <p>7 A. No, sir, I wouldn't, because it wasn't.</p> <p>8 Q. It wasn't discussed?</p> <p>9 A. About him giving up his role as consultant, no,</p> <p>10 sir.</p> <p>11 Q. Well, certainly, by December 21st, 2017, it's</p> <p>12 being discussed, and you received a copy of this by</p> <p>13 e-mail, correct?</p> <p>14 A. Yes, sir.</p> <p>15 Q. Did you communicate back to Mr. Eisenman that</p> <p>16 you disagreed with that provision of the proposal?</p> <p>17 A. No, sir, because as soon as I looked at it, it</p> <p>18 didn't matter what he said; I knew what I wanted to do and</p> <p>19 what I was going to do. So it didn't matter what Ron</p> <p>20 said.</p> <p>21 Q. Okay. And would you agree, was a copy of this</p> <p>22 also sent to Mr. Jackson?</p> <p>23 A. Yes, sir. You said it was. I assume it was.</p> <p>24 (Witness reviews document.)</p> <p>25 Yes, sir.</p>

<p style="text-align: right;">Page 214</p> <p>1 Q. Then it goes on to say, John is to sign a 2 one-year Consulting Agreement with Renaissance Man to 3 provide consulting services as requested by you. 4 A. Yes, sir. 5 Q. All right. John is not going to provide any 6 further work for DSM; is that correct? 7 A. Yes, sir. 8 Q. And then it goes on down here, and it talks 9 about the consulting pay, and it says that, Assuming John 10 does not violate the Consulting Agreement, it talks about 11 what his pay would be; is that correct? 12 A. Yes, sir. 13 Q. All right. And then it goes on to talk about, 14 This Consulting Agreement will contain a nondisparagement 15 provision so that John will not say anything negative 16 about Renaissance Man or Simmons for two years. The 17 consulting year for one year plus one more. 18 Did I read that correctly? 19 A. Yes, sir. 20 Q. Now, let's assume that Mr. Staples had signed 21 the Consulting Agreement on January the 1st, 2018, and on 22 January the 2nd, 2018, you contended that he had said 23 something negative about Renaissance Man. 24 You could terminate the agreement and not 25 pay him any further monies, correct?</p>	<p style="text-align: right;">Page 216</p> <p>1 Q. If that's true, why did Blaine Walker have to 2 correct HartyBake in January of 2018 that there were two 3 different POs related to the production of waffles by 4 HartyBake for Renaissance Man and/or H. Walker 5 Enterprises? 6 A. As I said earlier, I have no clue why 7 Blaine Walker -- no relation -- would say that. 8 Q. If he did say it, he'd have had to get direction 9 from somebody above him at H. Walker Enterprises or 10 Renaissance Man to say it, right? 11 A. (Indicating.) 12 Q. No, sir. 13 A. Yes, sir. 14 Q. Mr. Staples was gone as of December the 28th, 15 2017. 16 A. That's the only way he would have got it. 17 Because I'm telling you I have not talked to Blaine about 18 HartyBake or waffles or anything. 19 Q. Would Ms. Blanchard have talked to him about it? 20 A. No, sir. 21 Q. There's another provision here, a 22 nonsolicitation provision, so that John would not recruit 23 employees of Renaissance Man or Simmons for two years and 24 a release of any other liability. 25 What other liability was Mr. Staples going</p>
<p style="text-align: right;">Page 215</p> <p>1 MR. KING: Objection to the extent that it 2 calls for him to interpret a legal document. 3 Subject to the objection, he can answer. 4 A. Well, I'm more fair than most people. So it's 5 according to what you call disparaging, or whatever he 6 said. I wouldn't stop him from paying him. When I agree 7 to something, I've got handshake deals that I've had for 8 over 20-something years. 9 Q. (BY MR. SIMMS) Was one of the things you 10 didn't want Mr. Staples discussing was the effort to sell 11 food products through H. Walker Enterprises, not share the 12 profit with Simmons, but bill Simmons for the cost 13 associated with doing so? 14 A. No, sir. How could I want that? Because he was 15 doing that. So I don't know how that would be an issue. 16 I never even thought about it. 17 Q. No, he wasn't doing it. You and Ms. Blanchard 18 were doing it. 19 A. No, he was doing it. He said we were selling. 20 I didn't say it. He said we were selling. We were not. 21 We were not selling through H. Walker Enterprises. He 22 said that. 23 Q. You disagree that the Jet Food waffles were 24 going to be sold through H. Walker Enterprises? 25 A. Yes, sir.</p>	<p style="text-align: right;">Page 217</p> <p>1 to be releasing? 2 A. I have no clue. 3 Q. Well, it looks like there's two things here. 4 One, he's giving up his job with Simmons, 5 and he's giving up his job as a consultant to DSM, right? 6 A. Yes. 7 Q. Okay. Then we have a proposal related to 8 Mrs. Staples, correct? 9 A. Yes. 10 Q. It says, Kim will resign from DSM and sign over 11 all of her 50 percent ownership to Julie. 12 A. Right. 13 Q. So was it the intentions with you and 14 Ms. Blanchard that DSM-3 was going to continue into the 15 future? 16 A. That DSM-3 was going to continue? 17 Q. Yeah. 18 A. By -- how now, by Julie or Kim? 19 Q. Well, by Julie, if Mrs. Staples signed over her 20 50 percent ownership interest over to Ms. Julie. 21 A. Yes, because John had changed brokers with 22 Sysco, I don't know how many times, every year. So I 23 thought to keep the continuity, let's not change the 24 broker again. There was no company without Renaissance 25 Man. DSM was not making anything without Renaissance Man.</p>

<p style="text-align: right;">Page 218</p> <p>1 Renaissance Man was their big cookie. So there was no 2 company. 3 So what I was saying is to keep from 4 changing brokers again at Sysco, let's just keep DSM the 5 same. It wouldn't matter -- we could have changed -- it 6 didn't matter whether she signed it over or not. We could 7 have changed the name. I just thought it would be quicker 8 and easier to keep the name what it was. 9 Q. And are you familiar that Mr. Eisenman prepared 10 employment agreements inside DSM-3 related to Barbara 11 Humphrey and Christopher Thurber? 12 A. No, sir. 13 Q. Do you know if Mr. Eisenman had charged DSM-3 14 for preparing those employment agreements? 15 A. No, sir. 16 Q. When Mrs. Staples did not sign her ownership 17 interest in DSM to Julie, did Renaissance Man hire 18 Barbara Humphrey? 19 A. Yes. 20 Q. Did it attempt to hire Christopher Thurber? 21 A. Yes, sir. 22 Q. Do you consider that to be in violation of the 23 employment agreements that Mr. Eisenman had prepared for 24 DSM-3? 25 A. No, sir. John asked us to hire them in his</p>	<p style="text-align: right;">Page 220</p> <p>1 to do, which I did. He didn't go for it, so that showed 2 that I was correct. 3 Is that not right? 4 Q. I just wanted an explanation about that. 5 Mrs. Staples, if she resigned from DSM and 6 signed over her 50 percent ownership interest -- by the 7 way, how much was Mrs. Staples going to be paid for her 50 8 percent ownership? 9 A. I don't know. Was it \$10 or whatever. 10 Q. \$10? 11 A. It may have been. Because, remember, she wasn't 12 worth anything without Renaissance Man anyway. It was 13 worth zero. 14 Q. And she's going to sign a release of any other 15 liability too, correct? 16 A. I assume. 17 Q. Then you-all talk about Blair Staples, right? 18 A. Well, no. That's not correct. He wrote this. 19 We never talked about Blair or Kim in the meeting on the 20 12th. They were never talked about. This is something 21 Ron wrote that these people never talked about in that 22 meeting. I don't remember ever talking about Kim or 23 talking about them. We never talked about -- we mentioned 24 she would give up the -- on the 12th, she'd give up the 25 broker's thing, and with John and his thing, said give up</p>
<p style="text-align: right;">Page 219</p> <p>1 all-in account. He didn't want his friends to lose their 2 jobs. So will you hire my daughter, Christopher Thurber 3 and Barbara? And when he said, Let's shake on it, I 4 assumed he was honest with his shake on it, and we got a 5 deal and get this done. 6 Q. You also, prior to December the 12th, 2017, had 7 a phone conference with Robert Thurber, where you offered 8 to give Christopher Thurber ownership in Renaissance Man 9 if Robert Thurber got Renaissance Man into Tyson, correct? 10 A. Yes, sir. 11 Q. Was that a bribe? 12 A. No, sir. You want me to tell you what it was? 13 Q. Yeah, tell me what it was. 14 A. Shows that he was full of crap. All I been 15 hearing about is he wanted Christopher Thurber to have 16 something. And that's all he's talked about. Well, they 17 led me on for months, they going to do a broker, they 18 going to do this, going to do -- well, I got a company 19 running. Nothing ever been happening. 20 Well, DSM not making any money. No one is 21 making money. So I said, I'm going to show you that 22 Robert Thurber is full of crap. I'm going to offer 23 Christopher a piece of Renaissance Man, who's making 24 money, and if he doesn't go for it, that will tell you 25 he's never going to do what he's telling John he's going</p>	<p style="text-align: right;">Page 221</p> <p>1 the broker thing, and John said, All in. John asked us to 2 hire Blair, but this is before -- to hire Blair. 3 Q. And this is before you met with Mr. Staples -- 4 A. Right. 5 Q. -- and terminated him on the 27th? 6 A. David Jackson and I never even mentioned Blair. 7 To be honest, I'm not even sure he even knew Blair. 8 Q. Well, according to Mr. Eisenman, your lawyer, 9 you-all did discuss it, and he's memorializing it and then 10 providing you with a copy of the memo to indicate what 11 you-all discussed. 12 A. That's totally not true. That is totally not 13 true. Ron says in this memo -- if you go back to the 14 front, Things we discuss, and he goes through a proposal 15 and stuff, what we propose that happens. We never 16 discussed what was going to happen. 17 If anything we discussed what was going to 18 happen was John getting offered a consultant thing. 19 Brokers and all that stuff were never discussed. 20 Q. Let's talk about what this document indicates 21 with respect to Blair Staples, okay? 22 A. Okay. 23 Q. It says, Blair's employment by DSM -- I'm 24 guessing that's DSM-3 -- through Simmons will terminate. 25 Did I read that correctly?</p>

<p style="text-align: right;">Page 222</p> <p>1 A. Yes, sir.</p> <p>2 Q. And then it says, Herschel/Julie, you may want</p> <p>3 to give Blair two months' severance to give John extra</p> <p>4 incentive to cooperate, in which event Blair will agree to</p> <p>5 a nondisparagement provision so that she will not say</p> <p>6 anything negative about RMFS, DSM or Simmons for two</p> <p>7 years, a nonsolicitation provision so that she will not</p> <p>8 recruit employees from RMFS or DSM for two years, and a</p> <p>9 release of any other liability.</p> <p>10 Did I read that correctly?</p> <p>11 A. Yes, sir.</p> <p>12 Q. Now, again, when -- I think you told me this,</p> <p>13 when you were recording Mr. Staples on December 27th, it</p> <p>14 was not discussed what was going to happen with</p> <p>15 Blair Staples, was it?</p> <p>16 A. John asked us to hire Blair. It's in the</p> <p>17 recording.</p> <p>18 Q. Here's what I mean: Did you tell Mr. Staples in</p> <p>19 the recording that Blair Staples was going to be</p> <p>20 terminated under Proposal A?</p> <p>21 A. We never discussed this here (indicating). I</p> <p>22 never discussed this when Ron sent this. I knew what I</p> <p>23 was going to do. Had nothing to do with his Ron A, B, C,</p> <p>24 or D. I knew what I was going to do, which had nothing to</p> <p>25 do with Kim or Blair. I was going to terminate. I knew</p>	<p style="text-align: right;">Page 224</p> <p>1 when I looked at it, I saw Ron talking about this here</p> <p>2 (indicating), I never looked at it anymore.</p> <p>3 Q. Isn't it true the reason you did not bring up</p> <p>4 Blair in your meeting that you were recording with</p> <p>5 Mr. Staples on December 27th is because you felt like if</p> <p>6 you brought that up and disclosed what was going to happen</p> <p>7 to Blair, he would not cooperate?</p> <p>8 A. No. It didn't matter whether he cooperated or</p> <p>9 not. I was going to fire him from Renaissance Man anyway.</p> <p>10 And if he worked for Simmons, he could have went back to</p> <p>11 Simmons and went to work. I was going to fire him from</p> <p>12 Renaissance Man, which is what I wanted to do. I wanted</p> <p>13 him to leave Renaissance Man.</p> <p>14 Q. Let's go on down the document here. We go to</p> <p>15 Proposal B.</p> <p>16 Do you see that?</p> <p>17 A. (Witness complies.)</p> <p>18 Yes, sir.</p> <p>19 Q. And it's got in parentheses, If John refuses to</p> <p>20 cooperate.</p> <p>21 A. Yes.</p> <p>22 Q. So Plan A dealt with what would happen if</p> <p>23 Mr. Staples cooperated, and Plan B dealt with what would</p> <p>24 happen if he did not cooperate, correct?</p> <p>25 A. Yes, sir.</p>
<p style="text-align: right;">Page 223</p> <p>1 what field I wanted to go in, and that's what I keep</p> <p>2 saying.</p> <p>3 This paper here (indicating) that Ron wrote</p> <p>4 didn't matter to me. When it came to me, I looked at the</p> <p>5 front of it, and I knew what I was going to do, and I had</p> <p>6 my mind made up.</p> <p>7 Q. This is my question to you, Mr. Walker: Whether</p> <p>8 Blair Staples' employment was being terminated was</p> <p>9 discussed on December the 12th, 2017, or not, you</p> <p>10 certainly knew on December 21st, 2017, that under</p> <p>11 Proposal A, her, that being Blair Staples, employment by</p> <p>12 DSM through Simmons would be terminated, correct? That's</p> <p>13 what this document says, a copy of which was sent to you.</p> <p>14 A. That was never sent to me. You keep saying -- I</p> <p>15 never read this. Remember I said I looked at it and went</p> <p>16 on. This document was never discussed between anyone.</p> <p>17 Q. My question to you now is: When you met with</p> <p>18 Mr. Staples, and you're recording it, on December 27th,</p> <p>19 did you disclose, tell, communicate in any way, to</p> <p>20 Mr. Staples that Blair Staples' employment was going to be</p> <p>21 terminated?</p> <p>22 A. No, because I never thought about Blair Staples,</p> <p>23 and I never looked at this here document (indicating) to</p> <p>24 even think about Blair.</p> <p>25 When I saw the document at the beginning,</p>	<p style="text-align: right;">Page 225</p> <p>1 Q. And if Mr. Staples did not cooperate, he would</p> <p>2 be terminated by Simmons and his employment as general</p> <p>3 manager of Renaissance Man.</p> <p>4 Did I read that correctly?</p> <p>5 A. Yes, sir.</p> <p>6 Q. Now, this proposal is not requiring some action</p> <p>7 or behavior by Mr. Staples; it's referring to actions or</p> <p>8 conduct that would be taken by Simmons.</p> <p>9 Simmons is going to terminate him.</p> <p>10 A. No, I think I was going to terminate him also as</p> <p>11 general manager of Renaissance Man, and then deal with</p> <p>12 Simmons. I was going to terminate him no matter what from</p> <p>13 Renaissance Man.</p> <p>14 So if Ron wrote that -- like I keep saying,</p> <p>15 this document, I never looked at this document.</p> <p>16 Renaissance Man was not going to have John Staples working</p> <p>17 for Renaissance Man anymore. So it doesn't matter what</p> <p>18 this document says. I never looked at it and didn't go by</p> <p>19 this document. I never did.</p> <p>20 Q. The other provision under John there is that,</p> <p>21 Renaissance Man was going to give 30-day notice to</p> <p>22 Diversified Sales and Marketing terminating it as its</p> <p>23 broker.</p> <p>24 Did I read that correctly?</p> <p>25 A. Yes, sir.</p>

<p style="text-align: right;">Page 226</p> <p>1 Q. And in fact, that was done before you received 2 any response by John Staples or Kimberly Staples with 3 respect to Mr. Staples signing the Consulting Agreement or 4 Mrs. Staples selling her interest to Julie for \$10, 5 correct?</p> <p>6 A. I don't know when that was done. Honestly, I 7 don't know when that was done. I know John told me I 8 was -- I was at the Rose Bowl. And I said, John was 9 supposed to get back in touch with me. Because he said, 10 All in, handshake, let's love each other and kiss each 11 other, hugging, all this. And then all of a sudden, I 12 never heard from John anymore.</p> <p>13 If there was a problem with this, whatever 14 we agreed on, what he negotiated all-in, he could have 15 called me. Like I said, I didn't hear from him. I don't 16 know whether I sent him an e-mail or called John, and I 17 said, John, I'd like to get 2018 on a clean note. Can you 18 tell me what you'd like to do or whatever? And I didn't 19 hear from John anymore.</p> <p>20 And the next morning, I think, when I got 21 back, early morning, I got something from John talking 22 about Simmons. And I remember my answer was no and no, 23 and if I don't hear from you by the end of business today, 24 I'm pulling my deal, which is what I did.</p> <p>25 Q. Before you pulled your deal, had you not already</p>	<p style="text-align: right;">Page 228</p> <p>1 ownership interest for the sum of \$10?</p> <p>2 A. Not at all because Mrs. Staples didn't have a 3 company without Renaissance Man. There was no money 4 without Renaissance Man. So whether she kept Renaissance 5 Man or not, she didn't have a company.</p> <p>6 So I could have terminated her and went on 7 about my business, which is what happened, or it would 8 have been easier that we kept the continuity for the Sysco 9 by going with DSM rather than changing the broker. So 10 her -- DSM had no bearing to what John was doing, in my 11 opinion.</p> <p>12 Q. The termination of broker letter you wrote --</p> <p>13 A. Yes.</p> <p>14 Q. -- was it pre-prepared before you signed it on 15 December the 30th?</p> <p>16 A. No, no.</p> <p>17 Q. Well, the December 2017 date was typed out, but 18 it was left blank and "30" was inserted, correct?</p> <p>19 A. I have no idea. I haven't seen it. If you've 20 got it, show it to me, and let me look at it.</p> <p>21 Q. Well, isn't that an indication that the letter 22 had already been pre-prepared at some point?</p> <p>23 A. I have no idea. But like I said earlier, DSM 24 was gone anyway, whether the letter was prepared in 25 October, November, December. DSM was finished in my</p>
<p style="text-align: right;">Page 227</p> <p>1 sent a notice to Diversified Sales and Marketing that the 2 broker agreement was being terminated in 30 days?</p> <p>3 A. I could have. It didn't matter. Like I said, 4 the broker was gone anyway. So it didn't matter what the 5 broker thing was going to do. They were going to be gone 6 anyway.</p> <p>7 Q. My question to you is: Did you send a letter 8 terminating the broker arrangement within 30 days?</p> <p>9 A. As I said, I don't know when I sent the letter, 10 but I terminated the broker because they were going to be 11 gone way back in October. John knew the broker was going 12 to be gone. He knew he had to do something else with the 13 broker, and he kept running around, trying to get somebody 14 to buy his broker's company.</p> <p>15 Q. And was DSM-3 going to continue to keep going 16 forward?</p> <p>17 A. I have no idea.</p> <p>18 Q. The broker termination letter you wrote, 19 Mr. Eisenman says that was being done, that the 20 relationship was being suspended --</p> <p>21 A. Right.</p> <p>22 Q. -- until Mrs. Staples sold her interest to 23 Ms. Blanchard for \$10, correct?</p> <p>24 A. It may have, yes, sir.</p> <p>25 Q. Was that done to force Mrs. Staples to sell her</p>	<p style="text-align: right;">Page 229</p> <p>1 opinion.</p> <p>2 Q. DSM was not going anywhere; Julie Blanchard was 3 going to own 100 percent of it, right?</p> <p>4 A. That would have been great and easier to do 5 because DSM was not selling. And if they're not 6 working -- they were working for Renaissance Man, and if 7 they're not working, it's got to change.</p> <p>8 Q. What was going to happen was Ms. Blanchard was 9 going to take 100 percent of something that Mrs. Staples 10 had worked to build since October of 2016, correct?</p> <p>11 A. Nothing was built. Anything that was there was 12 Renaissance Man. There was nothing built. That's what I 13 keep saying. That's the reason he was fired.</p> <p>14 He had agreed that his company would keep 15 Cat Man; that's the reason they had the broker. Well, he 16 broke that agreement by putting all these other brokers -- 17 taking money for all this other stuff and all this other 18 thing to keep his family going. And I knew then DSM had 19 to go.</p> <p>20 At that time, it didn't matter anything 21 about DSM, whether it was John's termination or whatever. 22 DSM was over, in my opinion. And John knew that. That's 23 the reason he talked to Radiant, Core, and Bud Taylor. 24 And Bud Taylor even mentioned in a letter.</p> <p>25 So it's not me. These are John's mentors.</p>

<p style="text-align: right;">Page 230</p> <p>1 Bud Taylor mentioned, John, I'm confused. I'm not sure 2 who in the heck would let anyone that Herschel Walker do 3 what you're doing to him in the sense that they're just 4 making phone calls and doing -- and I wasn't. I kept 5 complaining to John about it, and he did nothing. 6 Q. Was it upsetting to you that Mr. Staples was 7 trying to keep his wife and his daughter employed? 8 A. It was not upsetting to me to keep them 9 employed, but they've got to work. 10 Q. What was upsetting to you was you didn't think 11 they were working? 12 A. They were not working. And Blair said it, John 13 said it, and ask -- Gary Brown said it. 14 Q. What was Julie Blanchard doing for DSM; was she 15 working? 16 A. Oh, she was blowing it out. She's the one that 17 had been selling waffles, and she was the one that was 18 selling a lot of chicken. And what's funny about it, if 19 John was honest, when we went to that Jet Food show, 20 whatever thing, the company -- we're making money now is 21 because of Julie, and we're doing pretty good right now, 22 anything that she brought. 23 And she also brought U.S. Foods, so that's 24 why I said she was working. And I think everyone got 25 upset on a phone call on a Friday; everyone got upset, and</p>	<p style="text-align: right;">Page 232</p> <p>1 DSM-1, and then he fell out with the person that owned the 2 DSM-2, and then he fell out with the person that owned 3 DSM-3. So that's what I'm saying, just because you change 4 the name doesn't mean that you don't owe bills and you 5 don't do your work. You still got to work. The same 6 people are there. 7 Q. Under Proposal B, if Mr. Staples does not 8 cooperate, Kim Staples -- it indicates that DSM will end 9 after the brokerage agreement with Renaissance Man ends 10 and any profit after expenses will be split per the 11 current agreement. 12 Was the current agreement referring to the 13 operating agreement? 14 A. I reckon. I don't know what their agreement 15 was. 16 Q. And then Blair's employment will terminate? 17 A. Yes, sir. That's what it says. 18 Q. It looks like to me under either proposal, 19 Blair Staples' employment was going to terminate. 20 A. That's what Ron wrote, but I never looked at 21 that. 22 Q. Why was there so much planning involved 23 concerning the termination of Mr. Staples and then the -- 24 addressing the ownership and employment of Kim Staples 25 with DSM-3 and the employment of Blair Staples with</p>
<p style="text-align: right;">Page 231</p> <p>1 I made a statement, I said, Guys, I am tired of this. The 2 only one that can sell is Julie. And this had nothing to 3 do with Julie being my fiance, my girlfriend, my boon 4 coon, whatever this had to do with. 5 All I wanted people to do was sell, sell 6 chicken. That was it. No waffles. I didn't care about 7 waffles. No waffles, no anything. What I cared about is 8 selling chicken. 9 Q. In December 2017, you anticipated that DSM-3 10 would continue on into the future, correct? 11 A. No, sir. 12 Q. Well, why in this proposal was there a plan for 13 that to happen? 14 A. Well, we thought if Kim gets rid of it, it could 15 continue in the future. But if Kim kept it, it wasn't 16 going anywhere. They've had four years to make it go into 17 the future. Well, they never did. 18 Q. Actually, they had been in existence for -- 19 A. Three-and-a-half years. 20 Q. No. DSM-3 came in existence in October of 2016, 21 correct? 22 A. I think you're a little bit confused. That's 23 why you had DSM-1, DSM-2, DSM-3, because they kept 24 changing the names, but the people and all that changed, 25 because John fell out with the people that was on the</p>	<p style="text-align: right;">Page 233</p> <p>1 Simmons? 2 A. There was absolutely no planning involved in 3 anything. This letter has never been talked about at all. 4 This is the first time we've talked -- that I'm talking 5 about this letter right now with you. So we've talked 6 more about it. 7 I've never seen, except the front of this 8 letter, is the only thing I've ever seen of this letter 9 what it was talking about. This letter has never been 10 talked about, not at all. 11 Q. So you disagree that there was planning and 12 proposals discussed during the meeting on December the 13 12th, 2017? 14 A. I disagree that this letter -- you're talking 15 about this letter, was talked about. What I agreed to is 16 on December the 12th, David Jackson came in the meeting, 17 asked me about H. Walker Enterprises. I told him what 18 H. Walker Food was. He asked me something else. And I 19 told him. And the next question out of my mouth, which 20 you can see it on -- that's not the one that was 21 recorded -- I said, John Staples has lost his way. I 22 think it's time for me to let him leave. That was the 23 third thing I think -- I think Julie may have the notes. 24 You may have the notes of that. 25 And that was -- all that other stuff that</p>

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1 you're saying was talked about, this letter never been
2 talked about. Right in the conversation with David
3 Jackson, probably 10 minutes into the conversation, I
4 said, John Staples has got to go, he's lost his way.
5 Q. Was the meeting on December the 12th, 2017,
6 recorded by you?
7 A. No, sir.
8 Q. Do you know how Mr. Eisenman could prepare this
9 memorandum setting forth these different proposals and
10 what would happen to John Staples, Kim Staples, and
11 Blair Staples?
12 A. He was in the meeting, so he may have added what
13 he thought should have happened. This is his thoughts.
14 Like I said, I think David Jackson may have said we never
15 discussed this letter. Have you -- if you listen to his
16 deposition, he said we never discussed this letter. We
17 never have.
18 Q. Julie Blanchard was in attendance at the
19 December 12th, 2017, meeting?
20 A. Yes, sir.
21 Q. In what capacity?
22 A. I wanted her there.
23 Q. Was she there as an agent, employee or
24 representative of H. Walker Enterprises, LLC?
25 A. No. She was there because I wanted her there.

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1 Q. Was she there because she's 50 percent owner of
2 DSM, LLC?
3 A. No, she was there because I wanted her there.
4 Q. But she was a 50 percent owner of DSM Sales and
5 Marketing, LLC, on December the 12th, 2017, wasn't she,
6 Mr. Walker?
7 A. Yes, but that's irrelevant to the reason I
8 wanted her there.
9 Q. And she was a representative of H. Walker
10 Enterprises, LLC, on December the 12th, 2017?
11 A. No. She had an e-mail that had that she never
12 worked for H. Walker Enterprises. She had an e-mail. She
13 worked for that, but doing a lot of different things,
14 never paid. It was because I wanted her there.
15 Q. She also indicated to Mrs. Staples in
16 communications that she worked for the parent company,
17 right?
18 A. Right.
19 Q. Parent company would be H. Walker Enterprises,
20 LLC?
21 A. Right, but she never was paid. She did a lot of
22 things for the parent company.
23 Q. All right. Exhibit 118 (sic), and I will have
24 to find you a copy.
25 MR. PARKER: Are you talking about page 118

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1 and 119?
2 MR. SIMMS: Yeah, Renaissance Document 118
3 and 119.
4 (Exhibit 20 marked.)
5 Q. (BY MR. SIMMS) And this is Exhibit 20.
6 A. (Witness reviews document.)
7 Q. Is this an e-mail that you sent to
8 David Jackson?
9 A. Yes, sir. Can I finish reading this?
10 Q. Yes; I'm sorry.
11 A. Thank you.
12 (Witness reviews document.)
13 Yes, sir.
14 Q. And the subject is, Staples' termination?
15 A. Yes, sir.
16 Q. Did anyone assist you in drafting this document?
17 A. No.
18 Q. It's to David Jackson, copied to Mr. Eisenman
19 and Ms. Blanchard, correct?
20 A. Yes, sir.
21 Q. And the subject is, Staples' termination. It
22 doesn't say John Staples' termination; it uses Staples'
23 termination, plural, correct?
24 A. Yes. But isn't his name John Staples?
25 Q. Well, it could have been referring to the

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1 terminations of the entire family.
2 A. Well, I wasn't. I was referring to John.
3 Q. You say you wanted to update him, correct?
4 A. Yes.
5 Q. We met with John Staples yesterday.
6 Who's "we"?
7 A. Ron and I.
8 Q. And told him that he was removed as general
9 manager of Renaissance Man, thanked him for the great work
10 he had done in the past for Renaissance Man.
11 A. Yes, sir.
12 Q. Since it is already December 28th, it may work
13 to end his employment with Simmons as of December 31st,
14 unless that crosses a payroll period.
15 A. Yes, sir.
16 Q. Please ask your -- is that human resource team?
17 A. Yes, sir.
18 Q. -- to do what is needed from the Simmons
19 perspective.
20 Why were you needing Simmons to do
21 something from their perspective?
22 A. Because John was on loan to me from Simmons.
23 John only was hired to work for Renaissance Man. He was
24 not hired to work for Simmons, only for Renaissance Man.
25 But if Renaissance Man gets rid of John, I

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1 don't think he is going to stay at Simmons. So I'm
 2 telling David Jackson this right now. He never was hired
 3 for Simmons. He was hired to work at Renaissance Man.
 4 Q. If in the fall of 2017, Simmons was not going to
 5 step away from your company --
 6 A. Yes.
 7 Q. -- why would they post a job opening for a vice
 8 president of food service distribution?
 9 A. Well, probably you ask them.
 10 Q. And was it possible that Mr. Staples could have
 11 fulfilled that position?
 12 A. I doubt it.
 13 Q. Why do you doubt it?
 14 A. Because John is a little bit brass. Not too
 15 many people have favoritism towards John, and I think
 16 David mentioned, He's a little bit of a bully and --
 17 Q. Are you a bully?
 18 A. No, sir, I never have. Never have.
 19 But John is a bully, and I never bullied
 20 anyone. I'm sort of loving. You can see that. And so I
 21 doubt he would have been hired at Simmons.
 22 Q. It says, We discussed the following Consulting
 23 Agreement terms.
 24 You don't use the word we discussed, the
 25 following "severance" terms, do you?

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1 A. No, because I didn't look at it as severance.
 2 Q. Okay. Although we did state clearly that we
 3 would discuss these terms with you.
 4 Why are you needing to indicate to
 5 Mr. Staples that you're going to discuss the terms with
 6 Simmons?
 7 A. Because David and I had always talked that we
 8 were going to be transparent. The only reason we were not
 9 transparent was because of John. And we discussed in a
 10 meeting what was happening was John was trying to turn us
 11 against each other. That's what I finally found out, that
 12 John was going telling things that wasn't the truth.
 13 So now, I want to be transparent with David
 14 and tell David what we discussed, because we discussed
 15 severance -- and I don't call it severance because
 16 severance would have been less than \$255,000. So we
 17 discussed a Consulting Agreement because, to me, severance
 18 is what -- when you start talking about getting paid for
 19 every three weeks of a year that you worked and all that.
 20 It would have been less.
 21 Q. Wasn't Mr. Staples being transparent when he was
 22 approached by Carmen Seal at Simmons when she questioned
 23 the sale of retail waffles, and she was being provided
 24 with invoices related to that?
 25 A. No. I don't think so, but he may have thought

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1 so. How can he be transparent? He could have said,
 2 Herschel, I'm doing this. He could've told me that. So
 3 he wasn't being transparent. He went behind my back --
 4 and I just found out this -- to talk to Simmons.
 5 And he knew that this Jet thing -- well, if
 6 he know the business, which I'm aware that he does, that
 7 the Jet thing was \$7,000 that we're talking about. And
 8 I'm not being mean because \$7,000 is a lot of money for
 9 some people. \$7,000, I paid that. Like I say, this may
 10 go to that thing. So \$7,000?
 11 Q. Do you know what would have happened with
 12 Mr. Staples' employment with Simmons if he'd told
 13 Carmen Seal to pay those invoices?
 14 A. Nothing. Nothing would have happened because he
 15 worked for Renaissance Man.
 16 Q. He also was responsible for answering to the
 17 board of Simmons that made up two-fifths of the board --
 18 MR. KING: Objection. Objection, assumes
 19 facts that are not in evidence.
 20 Go ahead.
 21 Q. (BY MR. SIMMS) That's what the Memorandum of
 22 Understanding said --
 23 A. No, no, it was never signed. If you remember
 24 what David Jackson said in his deposition, John running to
 25 him was not what he was supposed to do. He was general

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1 manager of Renaissance Man.
 2 I'm not saying that -- that's not the
 3 reason he was fired. He was not fired because of that.
 4 Because I didn't know that. He wasn't fired because of
 5 that.
 6 Q. Because he told Carmen Seal not to pay those
 7 invoices?
 8 A. No, he wasn't fired because of that. I
 9 didn't -- that had nothing to do with me releasing John.
 10 It had zero to do with me releasing John.
 11 Q. When Ms. Seal came to John and asked him about
 12 that, had she contacted you and asked you about it before
 13 she came to him?
 14 A. No.
 15 Q. Had she asked, to your knowledge, Carol Walker
 16 what that related to?
 17 A. No.
 18 Q. She asked Ms. Blanchard?
 19 A. No.
 20 Q. If she came to Mr. Staples and was inquiring to
 21 him about, What does this concern? What was Mr. Staples
 22 supposed to do?
 23 A. Tell the truth and go through the whole ram and
 24 tell her what it was. He thought he had something. He
 25 had something, he said go through H. Walker Enterprises.

<p style="text-align: right;">Page 242</p> <p>1 But he didn't have anything. Like I said, I think -- me 2 letting John go had nothing to do with waffles. 3 Q. Why would Mr. Staples need to have something? 4 I'm confused. 5 A. Because he was -- I started getting on to John 6 about his family working. And this started -- remember, 7 John went to see his neighbor, who was an attorney, who 8 then called you, so there was some problems going on with 9 John in October. Remember that? He went to see you, and 10 you talked to him. 11 So whatever thing that you guys talked 12 about, which I don't know, that's when this started. I 13 have no clue. But what was going on was I have no clue 14 what's going on with John. This started way before that, 15 and John was not fired for waffles. 16 Q. Do you know who Dione Bennett is? 17 A. Yes, sir. 18 Q. Do you know if she had a conversation with 19 Blaine Walker about the sale of these retail waffles to 20 Jet Food? 21 A. I have absolutely no clue. 22 (Discussion held off the record from 3:58 23 to 3:58 p.m.) 24 Q. (BY MR. SIMMS) You're going forward here, 25 telling Mr. Jackson what the terms of the Consulting</p>	<p style="text-align: right;">Page 244</p> <p>1 Mr. Staples have copies of the P&Ls anymore? 2 A. Because -- I'm glad you asked that question, 3 because John kept taking -- when I was telling him about 4 making his family work, John in an e-mail to Robert was 5 almost saying, Oh, Herschel, be quiet. You make enough 6 money. 7 Why does it matter what I make? I'm not 8 out -- why would he say something like that? He made that 9 statement, and at that time, I said, this guy's gone nuts. 10 Why does it matter what I make? He's going to tell me I 11 make enough money. I wasn't -- I didn't build Renaissance 12 Man for money. I built it because I wanted to build a big 13 company. 14 When he said that, at that time, I said, I 15 don't think John needs to be knowing what's made in this 16 agreement, so that's the reason I told him that. 17 Q. Would you agree with me that Mr. Staples could 18 also see changes in expenses and made inquiry as to what 19 it is that's causing the change in expenses? 20 A. There was no changing in expenses except for 21 him. His \$10,000 to Alabama. The only change in expenses 22 would have come from John. There was only one expense 23 I've ever put in there. One. That's the \$7,000. All the 24 expenses was from John. 25 Q. The truth of the matter is you didn't want</p>
<p style="text-align: right;">Page 243</p> <p>1 Agreement would be, correct? 2 A. Yes, sir. 3 Q. It says, John is going to be a consultant to 4 Renaissance Man on an as-needed basis for one year to work 5 on projects or matters as requested by you. 6 Did I read that correctly? 7 A. Yes, sir. 8 Q. He's going to be paid by Renaissance Man as a 9 company expense a consulting fee of \$255,000. 10 Is that right? 11 A. Yes, sir. 12 Q. Is that going to be processed through the 13 Simmons/H. Walker Enterprises/Renaissance Man 14 relationship? 15 A. You keep separating -- Renaissance Man wasn't 16 people paying it. It had nothing to do with it. It was 17 going to be paid by Renaissance Man. Simmons had 35 18 percent of it, so 35 percent of what was paid would have 19 been Simmons, I reckon. You can say that. 20 Q. I guess what I'm talking about is, is it going 21 to come out of that account that's maintained under the 22 venture that the Memorandum of Understanding pertains to? 23 A. Yes, sir. 24 Q. Okay. By the way, if you believe in 25 transparency, why did you instruct Mr. Jackson not to let</p>	<p style="text-align: right;">Page 245</p> <p>1 Mr. Staples being the policeman anymore and saying no to 2 the effort by you or Ms. Blanchard to develop food 3 products that you were going to sell through H. Walker 4 Enterprises, not share the profit with Simmons, but 5 expense it to Simmons. 6 Isn't that what you were doing? 7 A. No. No, I -- 8 Q. Isn't that why -- 9 MR. KING: Whoa, whoa, whoa. He's still 10 finishing his answer. 11 A. No, go ahead. 12 Q. (BY MR. SIMMS) You dispute that? 13 A. Sir? 14 Q. You dispute that, correct? 15 A. Yes, sir. 16 Q. Why was there so much effort done to try to 17 explain to Simmons the Peachtree Packaging invoice and 18 what it pertained to? 19 A. Because that's the invoice they didn't want to 20 pay. So I need to let them know the reason that they had 21 the invoice. Because I didn't understand why they didn't 22 want to pay it. And the reason they didn't want to pay 23 it, John said, do not pay it. 24 So they then assumed there was something 25 wrong. I didn't know this. I didn't know what was going</p>

<p style="text-align: right;">Page 246</p> <p>1 on. So that's the reason why -- they were trying to 2 explain what was going on with this Peachtree Packaging. 3 Peachtree Packaging today, that little 4 thing that John thought he got something over, is making a 5 lot of money right now, just with that little thing. 6 Q. You keep saying John thinks he got something 7 over. Sir, Carmen Seal came to John and asked him about 8 it. She's the one that caught it to begin with, not 9 John Staples. 10 Don't you know that? 11 A. I know that John went to see a lawyer in 12 October, and he went to see you after that -- 13 Q. Well, he didn't go to see me. 14 A. Well, he talked to you after that. And then 15 also, he called a conference call with Simmons, and he 16 also went to see Simmons December 11th. 17 So you tell me. 18 Q. Didn't Simmons request the conference call? 19 A. No. John requested the conference call from 20 what I heard. 21 Q. Okay. 22 A. And you know -- 23 Q. Mr. Free had him put in that conference call, 24 didn't he? 25 A. No, I think John wanted a conference call.</p>	<p style="text-align: right;">Page 248</p> <p>1 wasn't him. So I didn't know John was the one doing that. 2 Q. Isn't the truth is he told you that it was him 3 that had said no to that expense? 4 A. The truth is, no. And I know John would have 5 never done that. 6 MR. SIMMS: All right. Let's keep going on 7 here so we can try to finish this up. 8 MR. KING: Are you on this (indicating) 9 document still? 10 MR. SIMMS: Yeah, I'm still back on 118 11 here, which is Exhibit 20. 12 A. 20. 13 Q. (BY MR. SIMMS) You start next talking about 14 Kim Staples. 15 A. Uh-huh. 16 Q. She's going to "relinquish" -- is that your 17 word, Herschel, "relinquish"? 18 A. Yes, sir, relinquish, yes, sir. 19 Q. Nobody helped you write this? 20 A. I may have wrote it and Julie may have looked 21 over to make sure everything was right, but I wrote 22 everything here. 23 Q. Okay. To me, relinquish means give up. 24 A. That's right, give up. 25 Q. -- her ownership of the brokerage DSM, and Julie</p>
<p style="text-align: right;">Page 247</p> <p>1 Q. Was Matt Free involved in that conference call? 2 A. He may have been, but I know John wanted the 3 conference call. 4 Q. Didn't you get upset with Matt Free, and then 5 you threatened him that if the price increases were 6 brought to bear, or came to fruition, that you would not 7 be agreeable to the 65/35 profit split with Simmons any 8 longer? 9 A. That's totally not the truth. I never 10 threatened Matt Free. 11 Q. And didn't you get upset when John Staples told 12 Simmons not to pay an expense that your company submitted 13 to Simmons to be paid? 14 A. No, because I didn't know he did that until 15 afterwards. 16 Q. You knew that that had taken place because you 17 had received that as a concern by David Jackson on 18 October 25th, 2017, in an e-mail from him, correct? 19 A. I didn't know John was the one that told him not 20 to pay it. I still didn't know that. 21 Q. You had had communications with Mr. Staples 22 where you questioned him, Who is telling Simmons not to 23 pay your invoices, correct? 24 A. And John said it wasn't him. He was going to 25 find out. Because as I said, he wimped out again, and it</p>	<p style="text-align: right;">Page 249</p> <p>1 will own 100 percent going forward. 2 Did I read that correctly? 3 A. Yes, sir. 4 Q. So at the time you write this on December 28th, 5 2017, the intentions were for DSM-3 to continue on into 6 the future, correct? 7 A. Yes, sir. 8 Q. All right. However, as we discussed in our 9 meeting -- and I thought you told me you-all didn't 10 discuss this in the December 12th meeting, and that would 11 be the only meeting this could be referring to. 12 A. We never discussed it in the December 12th 13 meeting. 14 Q. Let's go on here. I'm on Paragraph 4. 15 A. Okay. 16 Q. Says, Going forward, however, as we discussed in 17 our meeting. 18 What meeting are you referring to, 19 Mr. Walker? 20 A. Okay. As we discussed in our meeting, DSM would 21 be the broker on record. 22 What I said to David Jackson, if Kim gives 23 up DSM, Julie runs DSM, we keep going. That's the only 24 thing was said, and move on. I thought that that was a 25 great deal for Kim, for John, what he asked for, 255, and</p>

<p style="text-align: right;">Page 250</p> <p>1 he said, All in, so that's what was great.</p> <p>2 Q. Can you answer my question?</p> <p>3 A. Yes, sir.</p> <p>4 Q. My question is: What meeting are you referring</p> <p>5 to in Paragraph 4?</p> <p>6 A. Wouldn't it be the meeting with John?</p> <p>7 Q. Sir, I don't know. You tell me.</p> <p>8 A. The meeting with John. We discussed in our</p> <p>9 meeting Kim would give up DSM, and John was the one who</p> <p>10 said she would give it up.</p> <p>11 Q. You're referring to the December 27th meeting</p> <p>12 and not the December 12th meeting?</p> <p>13 A. Yes. John said Kim would give up this, all-in.</p> <p>14 Q. But if you read this, referring Mr. Jackson back</p> <p>15 to something, Mr. Jackson wasn't a participant in the</p> <p>16 December 27th meeting, was he?</p> <p>17 A. Didn't matter. What I'm talking about here is</p> <p>18 as we discussed in our meeting, and I should have sent him</p> <p>19 the tape, John talked about Kim giving up her portion.</p> <p>20 Q. I want to be sure.</p> <p>21 Are you indicating -- when you say "our</p> <p>22 meeting" --</p> <p>23 A. Yes.</p> <p>24 Q. -- you're talking about your meeting with John</p> <p>25 or are you talking about the meeting with Mr. Jackson?</p>	<p style="text-align: right;">Page 252</p> <p>1 to lose her employment?</p> <p>2 A. No. John asked us to hire Blair, and I promised</p> <p>3 John, and I told John, I will hire Blair, but I said, I</p> <p>4 will not be the manager. As long as Blair did her job,</p> <p>5 that was fine by me.</p> <p>6 Q. You knew on December 21st, 2017, that</p> <p>7 irrespective of Mr. Staples' cooperation under Plan A or</p> <p>8 Plan B, Blair Staples was going to lose her employment?</p> <p>9 MR. KING: Objection. That is a gross</p> <p>10 misrepresentation of his prior testimony.</p> <p>11 A. No, sir.</p> <p>12 Q. (BY MR. SIMMS) Isn't that what the document</p> <p>13 indicates?</p> <p>14 A. I can't say in the document; I never looked at</p> <p>15 it. And the document had nothing to do with what</p> <p>16 Herschel Walker was going to do.</p> <p>17 Q. There will be no additional commission sent to</p> <p>18 Kim Staples' attention, as we are setting up a new account</p> <p>19 and will alert Simmons of the new address wire</p> <p>20 information.</p> <p>21 Why was there -- the commissions not being</p> <p>22 sent to Mrs. Staples?</p> <p>23 A. Why was the commission at that time not sent to</p> <p>24 Mrs. Staples?</p> <p>25 Q. Yes, sir.</p>
<p style="text-align: right;">Page 251</p> <p>1 A. The meeting with John.</p> <p>2 Q. Okay. DSM will be the broker on record.</p> <p>3 With who?</p> <p>4 A. Sysco. As I was looking at the broker on record</p> <p>5 with Sysco and any other distributors that we go out to do</p> <p>6 business with.</p> <p>7 Q. And we will contract various boutique brokers to</p> <p>8 handle the different regions throughout the country?</p> <p>9 A. Yes, sir.</p> <p>10 Q. Okay. It says, Kim Staples is no longer</p> <p>11 involved with Renaissance Man or DSM in any way.</p> <p>12 Well, isn't it true that on that day,</p> <p>13 December 28th, 2017, she still was because she had not</p> <p>14 signed the Purchase Agreement related to her ownership</p> <p>15 interest in DSM-3?</p> <p>16 A. Well, on that date, I didn't know that. I just</p> <p>17 went by what John told me.</p> <p>18 Q. And Blair Staples was not fired at this time?</p> <p>19 A. Right.</p> <p>20 Q. Although no promises were made as to her</p> <p>21 employment?</p> <p>22 A. Correct.</p> <p>23 Q. It's true also that there was no mention to</p> <p>24 John Staples on December 27th, 2017, about -- that</p> <p>25 irrespective of his cooperation, Blair Staples was going</p>	<p style="text-align: right;">Page 253</p> <p>1 A. Is that the time that John said the thing about</p> <p>2 the -- I don't know what date it was -- about somebody</p> <p>3 taking an unauthorized commission, so everything -- that's</p> <p>4 not the time?</p> <p>5 Q. I don't know. You tell me what you're talking</p> <p>6 about.</p> <p>7 A. No, you tell me. That's what I'm saying, that</p> <p>8 date, because I think that's around that time. So we're</p> <p>9 going to set up a new -- all that other thing because</p> <p>10 there's going to be a whole new broker company from what I</p> <p>11 know, because I thought Julie was now going to be 100</p> <p>12 percent owner of DSM now. So all the information got to</p> <p>13 change from what it was.</p> <p>14 Q. And that reminds me of something, too.</p> <p>15 You told someone in an e-mail, and it may</p> <p>16 be this one, that you had looked at the bank account for</p> <p>17 DSM-3, and you knew how much money was in it.</p> <p>18 And that was back in late November or early</p> <p>19 part of December 2017; is that correct?</p> <p>20 A. I don't think I said that.</p> <p>21 Q. Okay.</p> <p>22 A. You have to show me that e-mail.</p> <p>23 Q. I will.</p> <p>24 A. Okay.</p> <p>25 Q. You agree that Ms. Blanchard, prior to</p>

<p style="text-align: right;">Page 254</p> <p>1 December 12th, 2017, sent to Mrs. Staples a request for 2 her \$125,000 and expenses associated with activities she 3 said she had been performing on behalf of DSM-3 and wanted 4 reimbursed, correct? 5 A. Yes, sir. 6 Q. And you agree that Ms. Blanchard sent that same 7 request to Mrs. Staples one day after the meeting in 8 Atlanta on December the 12th, 2017? 9 A. I have no clue when she sent it to Kim. 10 Q. And is it true that you instructed Mr. Staples 11 or Mrs. Staples to pay bonuses not only to DSM-3 12 employees, but also employees of Renaissance Man? 13 A. I never instructed anyone to pay bonuses 14 anywhere. 15 Q. Wasn't what you were trying to do was to deplete 16 the funds at DSM-3 because you knew you were going to do 17 that entity in, or to coerce Mrs. Staples to give up her 18 ownership interest for the sum of \$10? 19 A. No, sir. 20 Q. You wouldn't do that? 21 A. No, I wouldn't do that. I didn't know what they 22 were doing. 23 Q. You were asking should you or him alert the 24 necessary people at Simmons concerning the change in 25 John's status?</p>	<p style="text-align: right;">Page 256</p> <p>1 John may have said it, but I never knew that. 2 Q. Wasn't that communicated -- there are two things 3 that Mr. Jackson was communicating to you in his 4 October 25th communication. One dealt with the invoices 5 that were submitted for Simmons to pay. The other dealt 6 with George Fiorelli, the Fitness Twins, the 7 telemarketers, Natalie contacted Sysco. 8 Weren't those other items? 9 A. Well, no, they wouldn't deal with 10 George Fiorelli because as I said early on, HMSHost had 11 nothing to do with Simmons. HMSHost was Renaissance Man. 12 So I'm not sure where you said he contacted 13 me about that. And if he said that, he didn't say it in 14 his memo to me about who you just said. And if you want 15 to speculate, I would do that. 16 Q. At the HMHost event that George showed up for 17 with a business card saying he was employed by H. Walker 18 Enterprises -- 19 MR. KING: Objection. That is not -- 20 Q. (BY MR. SIMMS) -- was that a cutting -- 21 MR. KING: Nope, nope. I'm going to make 22 my objection. That is not the testimony. He's been 23 identified as an independent contractor. 24 Now, I think we should take a break because 25 I think people are starting to say some things that they</p>
<p style="text-align: right;">Page 255</p> <p>1 A. Yes. 2 Q. Why did you include Matt Free? 3 A. Why did I include Matt Free? 4 Q. Yes, sir. 5 A. Matt Free was working with John. 6 Q. And Mr. Free was also complaining about the 7 conduct of employees of H. Walker Enterprises dealing with 8 the customers of the Simmons/H. Walker Enterprises and 9 Renaissance Man relationship, correct? 10 MR. KING: Objection to the form of the 11 question. 12 THE WITNESS: Go ahead and answer? 13 MR. KING: You may answer. I think you 14 should listen to the question. 15 THE WITNESS: No, I know. I got the 16 question. 17 A. As I said earlier on, I didn't know Matt Free 18 was doing that. 19 Q. (BY MR. SIMMS) You didn't know that Matt Free 20 had raised objection about George Fiorelli attending the 21 HMHost meeting -- 22 A. No. 23 Q. -- and that that had caused an issue? 24 A. No, I didn't know Matt Free had raised an issue 25 with that, until in this thing; I think you said it or</p>	<p style="text-align: right;">Page 257</p> <p>1 shouldn't say, and everybody needs to relax a little bit. 2 MR. SIMMS: Are you speaking about your 3 client saying things? 4 MR. KING: No, I'm saying about you 5 misrepresenting the record. 6 MR. SIMMS: I'm not misrepresenting the 7 record. 8 MR. KING: He's already testified all day. 9 You just said he was an employee. You know that's not 10 what the testimony was. 11 MR. SIMMS: I know that he was an employee 12 from other documents. 13 MR. KING: Okay. Well, then, you need to 14 use them. 15 Let's take a break. 16 MR. SIMMS: All right. We'll take a break. 17 (Recess in the proceedings from 4:15 to 18 4:27 p.m.) 19 Q. (BY MR. SIMMS) Going on with this exhibit, on 20 118, RMFS 118, I was asking you about alerting the 21 necessary people at Simmons, that paragraph, before we 22 took a break. 23 A. Which one now, what number? 24 Q. Down where it says, Should I or you alert the 25 necessary people?</p>

<p style="text-align: right;">Page 258</p> <p>1 A. Okay. Yes, sir.</p> <p>2 Q. Then you say to Mr. Jackson, John should no</p> <p>3 longer be sent any correspondence or financial</p> <p>4 information, or other Renaissance Man information, or be</p> <p>5 asked to approve expenses.</p> <p>6 Did I read that correctly?</p> <p>7 A. Yes, sir.</p> <p>8 Q. Blaine Walker will now handle these matters with</p> <p>9 my involvement.</p> <p>10 And what I really want to talk to you about</p> <p>11 is the approving of expenses. And I want to make sure I</p> <p>12 get an answer to this question before I leave here today.</p> <p>13 If the sale of the waffles, the retail</p> <p>14 waffles, were not intended to be done through H. Walker</p> <p>15 Enterprises and not share the revenue from those sales</p> <p>16 with Simmons under the Memorandum of Understanding, why</p> <p>17 would Ms. Blanchard change a PO that was sent to HartyBake</p> <p>18 to produce those waffles through the Simmons relationship</p> <p>19 to a PO for HartyBake to sell those waffles to H. Walker</p> <p>20 Enterprises?</p> <p>21 A. Probably because she sent it wrong. It probably</p> <p>22 was a mistake, I assume.</p> <p>23 Q. And you agree with me, after what you say here,</p> <p>24 that Blaine Walker is going to be handling these matters</p> <p>25 with your involvement?</p>	<p style="text-align: right;">Page 260</p> <p>1 A. No, sir.</p> <p>2 Q. And you never received the sale of Mrs. Staples'</p> <p>3 interest in DSM-3 for \$10 either, correct?</p> <p>4 A. No, sir.</p> <p>5 Q. And you are aware that on this date,</p> <p>6 December 28th, 2017, that Mr. Jackson had Mr. Staples'</p> <p>7 access to the Simmons computer system cut off; is that</p> <p>8 correct?</p> <p>9 A. Yes, sir.</p> <p>10 Q. So as we sit here, do you know what day</p> <p>11 Mr. Staples was terminated?</p> <p>12 A. The day he was terminated by me or by Simmons?</p> <p>13 Q. Well, who was he terminated by, first of all?</p> <p>14 A. Me. I let him go from Renaissance Man on the</p> <p>15 27th.</p> <p>16 Q. Let me show you what is Renaissance Man 111.</p> <p>17 (Exhibit 21 marked.)</p> <p>18 Q. (BY MR. SIMMS) This is Exhibit 21,</p> <p>19 Renaissance Man 111.</p> <p>20 A. (Witness reviews document.)</p> <p>21 Okay.</p> <p>22 Q. Was that Mr. Jackson's response to your e-mail</p> <p>23 to him of December 28th, 2017?</p> <p>24 A. Well, you got them on the same page, so I</p> <p>25 reckon. I don't know. I don't remember what his</p>
<p style="text-align: right;">Page 259</p> <p>1 A. Yes, sir.</p> <p>2 Q. Okay. And if the sale of the waffles was not</p> <p>3 going to be through H. Walker Enterprises, and not share</p> <p>4 the profit with Simmons under the Memorandum of</p> <p>5 Understanding, why on January 25th, 2018, would</p> <p>6 Blaine Walker tell HartyBake to produce waffles all under</p> <p>7 the Renaissance Man/Simmons relationship, but within the</p> <p>8 hour of telling them that, he tells them, No, keep two</p> <p>9 different POs, one for H. Walker Enterprises and one for</p> <p>10 Renaissance Man?</p> <p>11 A. Probably you got to ask Blaine. Like I said, I</p> <p>12 have no clue.</p> <p>13 Q. According to this, you were managing Blaine</p> <p>14 after December 28th, 2017, right?</p> <p>15 A. Right, but as I said, no clue.</p> <p>16 Q. You don't know?</p> <p>17 A. I don't know.</p> <p>18 Q. Mr. Staples wasn't managing him, was he?</p> <p>19 A. No.</p> <p>20 Q. Did you instruct Blaine to correct that with</p> <p>21 HartyBake?</p> <p>22 A. No.</p> <p>23 Q. After you sent this communication to</p> <p>24 Mr. Jackson, you never received the Consulting Agreement</p> <p>25 signed by Mr. Staples, correct?</p>	<p style="text-align: right;">Page 261</p> <p>1 response -- I don't know -- like I say, I don't know</p> <p>2 whether that was response -- they're on the same page. Is</p> <p>3 this the same thread? I don't know.</p> <p>4 Q. All right. Mr. Jackson says, He's out of the</p> <p>5 office this week, but he will have the Simmons HR</p> <p>6 department terminate Mr. Staples effective the end of the</p> <p>7 week.</p> <p>8 Did I read that correctly?</p> <p>9 A. Yes, sir.</p> <p>10 Q. I will have them retain his e-mails and will get</p> <p>11 account information to Blaine.</p> <p>12 A. Okay.</p> <p>13 Q. Sounds like you were able to talk him into</p> <p>14 Plan A, good deal?</p> <p>15 A. Yes, sir.</p> <p>16 Q. Is that the Plan A that's memorialized in the</p> <p>17 communication from Mr. Eisenman on December 21st, 2017?</p> <p>18 A. I have no clue, because I haven't looked at it.</p> <p>19 But from what I see here, it wouldn't have been Plan A</p> <p>20 because he was -- Plan A was offered in the tape, I think,</p> <p>21 \$200,000, and he settled for \$255,000.</p> <p>22 Q. Did you communicate any further with Mr. Jackson</p> <p>23 after receiving this response from him and say, What do</p> <p>24 you mean? What are you talking about, Plan A?</p> <p>25 A. No.</p>

<p style="text-align: right;">Page 262</p> <p>1 Q. Now, before -- on this same day, December 28th, 2 2017, when you sent Exhibit 20, I think, to Mr. Jackson, 3 did the Consulting Agreement and the Purchase Agreement 4 concerning Mrs. Staples that were prepared by Mr. Eisenman 5 try to be sent by him to Mr. Staples' Simmons e-mail 6 address? 7 A. Wait now. Say that again. You said the letter 8 I prepared for David Jackson? 9 Q. No, the -- to your knowledge, was the Consulting 10 Agreement and the Purchase Agreement sent by Mr. Eisenman 11 to Mr. Staples on December 28th, 2017, and did they come 12 back because his e-mail access had been cut off, and then 13 you and Mr. Eisenman had to get a different e-mail address 14 from him to send those to? 15 A. Yes, sir, I remember that. 16 Q. All right. Did either of those agreements have 17 a date by which Mr. Staples or Mrs. Staples had to sign 18 them by? 19 A. In the thing, John and I agreed that we wanted 20 to do this quickly before the first of the year, in like 21 two days or three days and stuff, or whatever. And so I 22 thought it was going to be done like the next day or 23 whatever. 24 And I think he said when he got home, I 25 think Kim said she didn't agree to her portion of it so --</p>	<p style="text-align: right;">Page 264</p> <p>1 him that if it's not done by a certain time, the deal is 2 off. 3 Q. Prior to the communications you began having 4 with Mr. Staples or Mrs. Staples about demanding execution 5 of the operating agreement -- excuse me; the Consulting 6 Agreement and the Purchase Agreement, had Blaine Walker 7 communicated with Barbara Humphrey and Christopher Thurber 8 indicating to them that DSM-3 no longer existed? 9 A. Oh, I think they had communicated to 10 them -- like I said, I never talked to Kim. I think he 11 had communicated with them they were going to be working 12 with -- working with, I think, Renaissance Man. I don't 13 think it was -- I don't know whether it was DSM or 14 whatever, because -- and I think they was going to be 15 working with Renaissance Man at that time. 16 Q. Did that take place before you communicated and 17 made a demand on Mr. Staples or Mrs. Staples to sign the 18 Consulting Agreement and/or the Purchase Agreement? 19 A. I never demanded. I just said, if that's not 20 what you want to do, I'm going to pull the deal. And not 21 a demand. Like I said, he didn't want to do it. 22 Q. When did you instruct anyone with Simmons not to 23 pay the December commission check to DSM-3? 24 A. I don't know the date. I think I was looking at 25 some invoices or something. I don't remember the date.</p>
<p style="text-align: right;">Page 263</p> <p>1 and I think if John had thought about it, I didn't care 2 whether Kim agreed; John could have still gotten the 3 \$255,000. I was fine with that. 4 Q. What I'm really getting to is: You or 5 Mr. Eisenman began communicating with Mrs. Staples and/or 6 Mr. Staples demanding execution of the Consulting 7 Agreement and the Purchase Agreement, correct? 8 A. No. I think I -- like I said, I don't know 9 whether I called or e-mailed John to ask him -- and it had 10 nothing to do with the Purchase Agreement, if this is 11 something you want to do. And if it's not signed by -- 12 and I don't know what day it was -- by blank day, I'm 13 rescinding it. At the end of business, I'm pulling the 14 deal. 15 Q. All right. So what day did you communicate to 16 Mr. Staples and/or Mrs. Staples that the deals, I guess, 17 under the Consulting Agreement or the Purchase Agreement 18 were going to be withdrawn? 19 A. I never talked with Mrs. Staples. But I told 20 John. I'm not sure what day that was. Like I say, I 21 remember being at the Rose Bowl, and I was thinking at 22 that time, I haven't heard from John, and I had not heard 23 anything from him. 24 So I don't know whether I called him or, 25 like I said, I sent him something, but I remember telling</p>	<p style="text-align: right;">Page 265</p> <p>1 But then I saw, and I wrote John a letter and asked him 2 about taking unauthorized commission. 3 Q. I'm not talking about the November commissions 4 with PFG and all that. 5 I'm talking about the December commission 6 check -- the December commissions to DSM. 7 A. When did I write the letter? 8 Q. When did you communicate with anyone at Simmons 9 instructing them not to send that check? 10 A. I may have communicated with him before 11 December. I'm not sure. But it was sometime right after 12 I had got a letter from Julie saying that he -- or Kim was 13 in dispute. And I said, Don't send out anything until 14 that thing is over because now I'm in a pickle between the 15 two of them. 16 Q. What dispute was Kim and Julie in? 17 A. I have no idea. I know there was a problem. So 18 you got to ask them two. 19 Q. Isn't it true the reason you instructed Simmons 20 not to pay the December commissions was to use the holding 21 of the check as a means to force or coerce Mr. Staples' 22 execution of the Consulting Agreement and/or Mrs. Staples' 23 sale of her interest in DSM-3 for the sum of \$10? 24 A. No, sir. 25 Q. That money still has not been paid and processed</p>

<p style="text-align: right;">Page 266</p> <p>1 by DSM-3 as we sit here today, has it?</p> <p>2 A. 100 percent correct.</p> <p>3 Q. Okay. All right. So let me make sure I</p> <p>4 understand with regard to DSM-3.</p> <p>5 Ms. Blanchard gets her \$125,000 before the</p> <p>6 end of 2017, correct?</p> <p>7 A. Yes, sir.</p> <p>8 Q. Ms. Blanchard expenses all her expenses and gets</p> <p>9 reimbursed before the end of 2017.</p> <p>10 A. Okay.</p> <p>11 Q. Is that correct?</p> <p>12 A. Yes, sir.</p> <p>13 Q. You had looked at the bank account?</p> <p>14 A. No, I say I'm not sure whether I looked at it.</p> <p>15 I don't remember ever saying -- looking at a bank account</p> <p>16 of DSM.</p> <p>17 Q. Okay. Bonuses were paid to DSM employees?</p> <p>18 A. Nothing to do with me.</p> <p>19 Q. Bonuses were paid to Renaissance Man employees</p> <p>20 out of DSM monies?</p> <p>21 A. Nothing to do with me.</p> <p>22 Q. Okay. And then commissions coming in for</p> <p>23 December were withheld and still haven't been paid to this</p> <p>24 day, correct?</p> <p>25 A. Correct. But compared to Julie on the -- her</p>	<p style="text-align: right;">Page 268</p> <p>1 A. No, sir, that never was said.</p> <p>2 Q. Oh, so she was going to get paid 125 -- she was</p> <p>3 going to skim \$125,000 off the top?</p> <p>4 A. Well, no, she was taking the money of what they</p> <p>5 got, just like her salary, what they were getting, to even</p> <p>6 out what she was getting. So there was no skimming or</p> <p>7 whatever. That's a terrible word to say.</p> <p>8 Q. Well, it says, The first \$125,000 of profit.</p> <p>9 A. Well, because they already got their money. So</p> <p>10 they were already paid in advance, his 40, her 85, so the</p> <p>11 \$125,000 is there. They already had spent all the</p> <p>12 expense, with most of it went to Renaissance Man.</p> <p>13 Renaissance Man paid for DSM expenses, and they had taken</p> <p>14 their rent and all that. So that's what she got.</p> <p>15 Q. I'm not suggesting that she shouldn't get it.</p> <p>16 I'm just trying to tie down when she did get it and the</p> <p>17 manner that it was supposed to be calculated.</p> <p>18 It was from the profits?</p> <p>19 A. Well, to be honest, I don't know when she got it</p> <p>20 or what it was from because, like I said, Kim was the</p> <p>21 bookkeeper.</p> <p>22 Q. We talked about the provisions in the proposals</p> <p>23 of execution of releases.</p> <p>24 Do you know if a release had been sent to</p> <p>25 Mr. Staples on Mrs. Staples and/or Blair Staples at any</p>
<p style="text-align: right;">Page 267</p> <p>1 \$125,000, Julie was not paid for 15 months. John and Kim</p> <p>2 had already received their 85/40. Julie hadn't been paid</p> <p>3 in 15 months. She -- you want -- and so she got her money</p> <p>4 after 15 months.</p> <p>5 Q. She also got her money she says she was owed for</p> <p>6 the three months --</p> <p>7 A. Of expenses.</p> <p>8 Q. -- of interest in DSM-3 for the year of 2016,</p> <p>9 which was \$31,250, correct?</p> <p>10 A. Yes.</p> <p>11 Q. And so before the end of 2017, she got</p> <p>12 everything she says she was supposed to be owed, correct?</p> <p>13 A. She got her expenses and her money that she was</p> <p>14 supposed to be paid, the same as what they got. They on</p> <p>15 an even keel on that.</p> <p>16 Q. I understand that. I just want to know the</p> <p>17 timing of when she got it.</p> <p>18 She got it before the end of 2017, correct?</p> <p>19 A. You're right, but at the same as when they got</p> <p>20 theirs, so there was an even keel, as I know it right now.</p> <p>21 Q. And that calculation for Ms. Blanchard was to be</p> <p>22 paid from profits, a distribution in that manner, correct?</p> <p>23 Her -- her share for 2016 and her share for 2017, not</p> <p>24 talking about the expenses, but her \$125,000 was to be</p> <p>25 coming out of profits, right?</p>	<p style="text-align: right;">Page 269</p> <p>1 time prior to the end of 2017?</p> <p>2 A. If any release? No, sir, I don't know that.</p> <p>3 Q. Let me show you Exhibit 22.</p> <p>4 (Exhibit 22 marked.)</p> <p>5 Q. (BY MR. SIMMS) Which is Simmons 167.</p> <p>6 A. (Witness reviews document.)</p> <p>7 Q. Do you see that?</p> <p>8 A. Yes, sir.</p> <p>9 Q. That is an e-mail that apparently was penned by</p> <p>10 Mr. Chip Miller.</p> <p>11 A. Yes.</p> <p>12 Q. He's also referred to as Donald L. Miller, Jr.,</p> <p>13 I believe.</p> <p>14 A. Yes, sir.</p> <p>15 Q. And it pertains to Blair Staples; is that</p> <p>16 correct?</p> <p>17 A. Yes, sir.</p> <p>18 Q. And it's in response to an e-mail that</p> <p>19 Blair Staples sent to Mr. Chip Miller; is that correct?</p> <p>20 A. Yes, sir.</p> <p>21 Q. It looks like on January the 8th, Blair Staples</p> <p>22 wrote Mr. Chip Miller and said she was, in shock this</p> <p>23 afternoon when he called her. She says that last</p> <p>24 Thursday, which would have been January the -- whatever</p> <p>25 date that would be, we can figure it out -- you told her</p>

<p style="text-align: right;">Page 270</p> <p>1 that she was a single mom, and you would take care of her, 2 and that you and Blaine Walker proceeded to tell her that 3 she still had a job and to keep doing her job. 4 She says, Technically, I'm a Simmons 5 employee, and I had no idea Simmons would terminate my 6 employment without justification. I get paid through 7 Simmons/Ren Man, not DSM. I would assume this is just 8 retaliation for my dad not staying onboard with Herschel. 9 May I meet with you to further understand this situation? 10 Did you and/or Blaine Walker indicate to 11 Blair Staples that she would continue to be employed? 12 A. No, I did. But I never said she was a single 13 mom. But I did say she'd continue to be employed. 14 Q. Okay. And then Mr. Jackson responds to 15 Mr. Miller up here at the top. Yes, this is a good 16 response. Her mom and dad set her up as a DSM employee. 17 Simmons and Ren Man no longer have a relationship with 18 DSM. 19 Well, there was a relationship with DSM on 20 January the 8th, 2018, correct? 21 A. No, sir, not in my opinion. 22 Q. When had that relationship ended? Because I 23 thought all along the intention was that Mrs. Staples 24 would sell her interest to Ms. Blanchard, and 25 Ms. Blanchard would continue on with DSM.</p>	<p style="text-align: right;">Page 272</p> <p>1 termination of the Renaissance Man/DSM brokerage on 2 December 30th, 2017, correct? 3 A. Right. 4 Q. And the effective date of that was 30 days after 5 December the 30th, 2017, which would be January 30th, 6 2018, correct? 7 A. There is a letter that -- the letter is sent, 8 there's no more work that DSM had to do for Renaissance 9 Man. So there was no more relationship with DSM and 10 Renaissance Man. 11 Q. So had Mrs. Staples executed the Purchase 12 Agreement and sold her interest in DSM-3 to Ms. Blanchard 13 for \$10, DSM-3 would have continued on. But since 14 Mrs. Staples had not done it, DSM-3 was terminated and no 15 longer had a relationship with Renaissance Man. 16 Is that what you're saying? 17 A. The way DSM was structured -- 18 Q. Can you answer my question? 19 A. That's what I'm doing. 20 Q. Okay. 21 A. The way DSM was structured, if Kim Staples 22 stayed in it -- and I'm sorry; DSM was gone. I heard 23 nothing from anyone from the time I talked with John. So 24 at that time, the 31st or whatever, I said, DSM is gone. 25 Whether it was sold to Julie after that, that would have</p>
<p style="text-align: right;">Page 271</p> <p>1 A. But they didn't want to do it. She -- I told 2 them at the first of the year is going to be a good thing. 3 The first of the year came and nobody said anything. 4 Q. Okay. 5 A. So -- 6 Q. Go ahead. 7 A. So I start changing up everything. And this 8 statement right here, there's more to Blair and stuff, if 9 you want me to tell you what happened there. 10 Q. No. What I want to focus on right now is 11 apparently Simmons was under the impression on 12 January 8th, 2018, that there was no longer a relationship 13 between Simmons and Renaissance Man with DSM. 14 A. No longer relationship with Simmons 15 and Ren -- Simmons never had a relationship with DSM. 16 Q. Okay. 17 A. Renaissance Man had a relationship with DSM, but 18 there was no longer a relationship with Renaissance Man 19 and DSM. 20 Q. When had it effectively ended, that 21 relationship? 22 A. When it took too long, and no one got a 23 response. By the 8th of this year, everything changed. I 24 think you got the letter and stuff. 25 Q. You would agree with me that you sent the</p>	<p style="text-align: right;">Page 273</p> <p>1 been great. If it wasn't, DSM was gone. 2 Q. And the reason you felt comfortable in having 3 DSM gone is because you had depleted and satisfied yours 4 and Ms. Blanchard's interest in DSM prior to doing what 5 you just did and ending DSM, correct? 6 A. No. They still got money in the bank, and they 7 have money in the bank still. They paid John another 8 consulting fee or something, and they paid 9 Christopher Thurber -- that's the -- well, there was money 10 in the bank. I don't know if there still is. I don't 11 know. There was money in the bank still. So I didn't 12 deplete anything. 13 Q. And you also were comfortable in ending the 14 relationship with DSM because you had prevented DSM from 15 receiving its December 2017 commissions, correct, by 16 instructing Simmons to hold it? 17 A. No, sir, because I still have it. And when this 18 is resolved, this thing is settled, they can have the 19 money. 20 Q. Were you holding the commission check hostage to 21 try to coerce execution of the Consulting Agreement and/or 22 the Purchase Agreement from Mr. and Mrs. Staples? 23 A. No, sir. John was gone whether he executed this 24 or not. Kim was gone whether executed or not. There was 25 going to be a change. So I didn't have to hold anything</p>

<p style="text-align: right;">Page 274</p> <p>1 hostage or coerce or anything. Because like I said, there 2 was changes happening. 3 Q. Why did you hold it if that was going to happen? 4 A. Because he admitted that they were doing this 5 unauthorized -- unauthorized commission thing, and I said, 6 Wait a minute, let me -- do you want me to answer? 7 Q. No, I think you're talking about the November 8 commission. 9 A. No. This is this, too, because that involved 10 this commission as well. 11 Q. December did? 12 A. Yeah. They -- I got to calculate it now because 13 that still -- you got to calculate when -- the money there 14 as well. So now there's a dispute between these two. So 15 now, I'm going to hold it until they settle what they're 16 doing. 17 Q. Okay. Speaking of the amount you held out of 18 the November commission, did DSM not perform work related 19 to PFG and those other entities that they were claiming 20 commission on? 21 A. They performed a little bit, but that wasn't the 22 agreement that John and I had. And that's the reason he 23 wrote the letter. Remember, he wrote the letter agreeing, 24 that says -- you didn't know this. He wrote the letter. 25 Q. I understand.</p>	<p style="text-align: right;">Page 276</p> <p>1 ended the relationship with DSM-3. 2 A. Yes. 3 Q. That's what he's referring to? 4 A. Yes, sir. But there was something else that 5 happened in the whole instance right there. 6 Q. What's that? 7 A. Blair was asked to come to work. She didn't 8 come to work that next day when we were going to hire her. 9 And there was some invoices or something, and I'm not sure 10 whether Dione or someone said it was done, and it was not 11 done. 12 And so that's when -- and I think Blaine 13 tried to call her. I think Clinton called or something. 14 I'm not sure. And she said she had done them, and they 15 were not done. And Clinton called and Blaine tried to 16 call her. She never called them back. 17 And that's when I told John, I said, John, 18 I will protect Blair, I said, but I'm not going to be her 19 manager. I said, As long as she do the work, she will be 20 working. And if she had done the work, and that had not 21 happened, Blair would still be with me right now. 22 Q. Had Renaissance Man approached Barbara Humphrey 23 and/or Christopher Thurber to offer them employment with 24 Renaissance Man before January 8th, 2017? 25 A. Yes, sir.</p>
<p style="text-align: right;">Page 275</p> <p>1 A. Okay. 2 Q. But did you expect DSM to perform work that 3 benefitted Renaissance Man and not pay commissions? 4 A. Well, I didn't expect DSM to make money for 5 something they didn't do. They got commission on Cat Man, 6 which they had nothing to do with that. John gave them 7 hundreds of thousands of dollars for something they never 8 had nothing to do with. 9 So the agreement John Staples and 10 Herschel Walker had was DSM would do this work for 11 Renaissance Man, and they will go outside of Renaissance 12 Man, that's where they're going to make the money. 13 They're going to sell, not just to Sysco, but U.S. Foods, 14 all these others. 15 So that was the agreement we had. They 16 ended up getting money that they never had to work for. 17 When do you ever do that? I'd love to have a job like 18 that. They never had to work for that. 19 And if you look, in 2016, there was 20 \$700,000 at DSM-2, ended up getting \$720,000-something. 21 Q. Going on back here, Mr. Jackson says, This is 22 not retaliation. It is simply her employer who contracts 23 her employment with Simmons has had the relationship 24 terminated. 25 So he's saying that Renaissance Man has</p>	<p style="text-align: right;">Page 277</p> <p>1 Q. And do you consider that to be in violation of 2 the employment agreements that Mr. Eisenman had prepared 3 and billed Mrs. Staples 50 percent for? 4 MR. KING: Objection, that states facts 5 that are definitely not in evidence. 6 A. No, I don't because John Staples said, I'm 7 all-in, and hired Blair, hired Barbara, hired Christopher. 8 And I said, Yes. And that's why I went out and said, 9 Okay, because if they had not been hired, they'd be fired 10 too. John wanted them to keep their job. 11 Q. (BY MR. SIMMS) You knew before January the 8th 12 that Mr. Staples was not all-in because he had not sent 13 back the signed Consulting Agreement; Mrs. Staples had not 14 sold her interest for \$10 in DSM; and you had pulled the 15 deals off the table; isn't that correct? 16 A. Yes. But as I said, I'm a nice guy, and I kept 17 Barbara Humphrey and asked Christopher Thurber to come, 18 but Christopher Thurber didn't want to come. He got smart 19 so he's gone. Barbara is still working. So, no, I didn't 20 do anything wrong. 21 Because John asked me to hire them. So 22 when I hired them after his word, I'm not going to hire 23 them and fire them because of him not signing his 24 agreement. And I didn't know they even had one. 25 Q. When you say "Christopher Thurber got smart,"</p>

<p style="text-align: right;">Page 278</p> <p>1 are you talking about in his mouth in something he said to 2 the big dog, Herschel, that he's no longer there? 3 A. I never said anything about "big dog." 4 Q. You said, Christopher Thurber got smart and he, 5 too, is no longer involved, or no longer there? 6 A. He didn't want -- 7 Q. Isn't that what you just said? 8 A. He didn't want to sign the agreement. 9 Q. Sir, what I want to know is, what do you mean 10 "he got smart"? 11 A. He wrote me a letter and said "H," something 12 about his uncle and all that. I'm like, Guy, I don't have 13 time for this. I'm selling chicken. So I said, You're 14 gone too. It had nothing to do with big dog. It got to 15 do with work, business, and that's the way business was. 16 Q. Because you felt like Christopher Thurber 17 disrespected you by being smart, he was gone? 18 A. No. He didn't disrespect me. He disrespected 19 himself. 20 Q. Okay. 21 A. Not me, because I didn't care. Because I was 22 trying to give him a job. He needed a job. I didn't. 23 Q. What do you mean by -- 24 MR. KING: Excuse me; by my calculation, 25 you are now entering the last hour.</p>	<p style="text-align: right;">Page 280</p> <p>1 disrespected me a hundred times, and she's still with me. 2 She's been with me longer than anyone. 3 Q. Anybody else that's disrespected you, and they 4 were going to be gone? 5 A. A lot of people have. 6 Q. I think in your book, you talk about some man 7 who sold you an automobile; you felt disrespected by that 8 man, right? 9 A. Yes, sir. 10 Q. And you were going to track him down. 11 And what were you going to do to him? 12 A. Yes, sir. He was going to be hurt. 13 And you forgot to say in that book now, I 14 saved about 4,500 to 6,000 soldiers a year now. 15 Q. Was Mr. Thurber -- Christopher Thurber sending 16 you e-mails that he was receiving from Sysco after he was 17 no longer working for them? 18 A. He was sending me e-mails from a company of 19 Sysco that his cousin worked there that he never sent 20 e-mails before. And as I told him, Christopher, if 21 you-all was working like this before, sending me things, 22 because I asked for all these reports, you would still be 23 working. 24 You got that e-mail, I hope. And I sent 25 the letter, just said, Hey, I wish you-all were working</p>
<p style="text-align: right;">Page 279</p> <p>1 MR. SIMMS: Oh, good. 2 Q. (BY MR. SIMMS) What do you mean by "he got 3 smart"? 4 A. Well, he wrote me a letter saying, H. He kept 5 sending me invoices from someone or whatever that he had 6 never sent invoices to me before. So I had no clue what 7 he was doing. So that is totally disrespect. And I said, 8 No, I don't need someone that's going to have a round with 9 me like this. 10 Q. He didn't call you Mr. Walker or Herschel, he 11 just said "H"? 12 A. He said "H," and something about "all these 13 invoices" and something. I have no clue. But he don't 14 send them to me. So -- 15 Q. Go ahead. 16 A. So I don't know what he was doing. He said, 17 Write his uncle, who was an attorney too, about something. 18 It's like, I'm trying to give you work that John Staples 19 asked me to hire you, and you're saying write your uncle 20 about you working here. I'm trying to give you a job. 21 Q. So is my take-away with what you just said about 22 Mr. Christopher Thurber that if someone disrespects you, 23 they may be gone? 24 A. No, because I've had a lot of people disrespect 25 me, and they're still with me. Georgia Boston has</p>	<p style="text-align: right;">Page 281</p> <p>1 like this before because that's what I want, work. You 2 know, that's what I told him, I just want work. 3 Q. I guess where I'm going with Christopher Thurber 4 is, wasn't he actually respecting you because he was no 5 longer working for DSM or Renaissance Man -- you're 6 shaking your head no and I haven't even finished my 7 question. 8 A. I'm just shaking my head. I'm just saying. 9 That's fine. 10 Q. And he was getting e-mails from one of your 11 customers, and he wanted you to have them? 12 A. Christopher Thurber was getting e-mails from his 13 cousin who worked at Sysco Orlando, who was there, sending 14 these e-mails. He never sent anything before. And that 15 was his customer that he was supposed to be doing work 16 with. And those people never sent e-mails before. 17 So now, with Christopher Thurber getting 18 let go, now he's sending e-mail. So you add that up. 19 Q. Okay. 20 MR. SIMMS: Let's take a quick break. 21 MR. KING: Yep. 22 (Recess in the proceedings from 5:03 to 23 5:10 p.m.) 24 (BY MR. SIMMS) Mr. Jackson testified that 25 the broker for the Renaissance Man/H. Walker</p>

<p style="text-align: right;">Page 282</p> <p>1 Enterprises/Simmons Prepared Foods relationship now is an 2 entity, and I may get the word wrong, Consolidated Broker 3 Management, Inc.?</p> <p>4 A. Yes.</p> <p>5 Q. Anyway, who is that?</p> <p>6 A. That's Julie.</p> <p>7 Q. And when was that entity formed?</p> <p>8 A. Right after -- I don't know. A couple of weeks 9 after, I reckon, DSM in January sometime -- in January of 10 2018.</p> <p>11 Q. All right. And who prepared that entity's 12 documents?</p> <p>13 A. I think Ron. I think now. Ron Eisenman.</p> <p>14 Q. And do you know where that entity is formed, 15 what state? Is it a Delaware corporation; do you know?</p> <p>16 A. I don't know.</p> <p>17 Q. Were you copied on the Consulting Agreement 18 Mr. Eisenman prepared that was sent to Mr. Staples, or was 19 that just sent by Mr. Eisenman to Mr. Staples?</p> <p>20 A. On the --</p> <p>21 Q. Consulting Agreement.</p> <p>22 A. That was sent for -- I don't know. I don't 23 think -- I don't know that I was copied or not on that.</p> <p>24 Q. I was going to ask you some questions about the 25 agreement, but I wanted to find out first if -- have you</p>	<p style="text-align: right;">Page 284</p> <p>1 want me to try to look for one?</p> <p>2 Q. Well, I didn't see one.</p> <p>3 A. Oh, okay.</p> <p>4 Q. And my question to you is: If there -- assume 5 for me that there is no release language in the agreement.</p> <p>6 A. Okay.</p> <p>7 Q. And under Proposal A and/or B, Mrs. Staples was 8 going to give a release.</p> <p>9 Do you know from whom the release was going 10 to be coming from?</p> <p>11 A. When you say under assumption and the release, 12 so this is assuming --</p> <p>13 Q. Assuming that document doesn't contain a 14 release, then my question to you is: Do you know who the 15 release was going to be coming from?</p> <p>16 A. No, no idea.</p> <p>17 Q. All right. And --</p> <p>18 MR. KING: Did you look at Paragraph 8?</p> <p>19 MR. SIMMS: Is it in 8?</p> <p>20 MR. KING: Uh-huh.</p> <p>21 MR. SIMMS: Can I see it?</p> <p>22 A. It's in Paragraph 8.</p> <p>23 Q. (BY MR. SIMMS) Can I see the document?</p> <p>24 A. (Witness hands attorney document.)</p> <p>25 Q. All right. Other than what is contained in</p>
<p style="text-align: right;">Page 283</p> <p>1 even read it?</p> <p>2 A. No, sir.</p> <p>3 Q. And the same question regarding the Purchase 4 Agreement for Mrs. Staples' shares or ownership interest 5 in DSM Sales and Marketing, LLC.</p> <p>6 Have you read that agreement?</p> <p>7 A. No, sir.</p> <p>8 Q. Let me show you Renaissance Man 96 through 105. 9 We'll make that Exhibit 23.</p> <p>10 (Exhibit 23 marked.)</p> <p>11 Q. (BY MR. SIMMS) And if you could, you're going 12 to need to flip to the page that has the sales price, and 13 I think that's on page 2.</p> <p>14 A. (Witness reviews document.)</p> <p>15 Q. Do you find that part that references what 16 the --</p> <p>17 A. Number 2, the purchase price?</p> <p>18 Q. Yeah, is purchase price on page 2?</p> <p>19 A. Yes, sir.</p> <p>20 Q. And it was \$10; is that correct?</p> <p>21 A. Yes, sir.</p> <p>22 Q. All right. Can you show me where else in that 23 agreement, Mr. Walker, there is a release of other 24 liability contained in it?</p> <p>25 A. I have no idea if there was a release. Do you</p>	<p style="text-align: right;">Page 285</p> <p>1 Paragraph 8, are you aware of any release that 2 Mrs. Staples was going to be asked to execute that was in 3 the favor or benefitted Simmons Prepared Foods, Inc.?</p> <p>4 A. Say that again, that benefits Simmons.</p> <p>5 Q. I don't read that release as benefitting Simmons 6 so that's why I'm asking the question.</p> <p>7 Are you aware of any release documents that 8 Simmons was going to have Mrs. Staples execute with 9 respect to the discussions set out in Proposal A or 10 Proposal B?</p> <p>11 A. Am I aware? No, I'm not aware.</p> <p>12 Q. Okay. Are you aware of any release agreement 13 that's not contained in the Consulting Agreement that was 14 sent to Mr. Staples by Mr. Eisenman?</p> <p>15 A. No, sir.</p> <p>16 Q. Okay.</p> <p>17 MR. SIMMS: I'm finished.</p> <p>18 MR. KING: We're finished.</p> <p>19 MR. PARKER: No questions.</p> <p>20 (Deposition concluded at 5:19 p.m.)</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

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1 CHANGES AND SIGNATURE

2 WITNESS NAME: HERSCHEL WALKER

3 DATE OF DEPOSITION: JANUARY 18, 2019

4 PAGE LINE CHANGE REASON

5 _____

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1 I, HERSCHEL WALKER, have read the foregoing

2 deposition and hereby affix my signature that same is true

3 and correct, except as noted above.

4

5 _____

6 HERSCHEL WALKER

7

8

9 THE STATE OF _____)

10 COUNTY OF _____)

11

12 Before me, _____, on this day personally

13 appeared HERSCHEL WALKER, known to me (or proved to me

14 under oath or through _____) (description of

15 identity card or other document) to be the person whose

16 name is subscribed to the foregoing instrument and

17 acknowledged to me that they executed the same for the

18 purposes and consideration therein expressed.

19 Given under my hand and seal of office this ____

20 day of _____, 2019.

21

22 _____

23 NOTARY PUBLIC IN AND FOR

24 THE STATE OF _____

25

Page 288

1 IN THE UNITED STATES DISTRICT COURT

2 FOR THE NORTHERN DISTRICT OF ALABAMA

3 WESTERN DIVISION

4 KIMBERLY AND JOHN STAPLES,)

5 Plaintiffs)

6 VS.) CIVIL ACTION

7) NO. 7:18-cv-00160-LSC

8 H. WALKER ENTERPRISES, LLC,)

9 RENAISSANCE MAN FOOD SERVICES,))

10 LLC, AND SIMMONS PREPARED)

11 FOODS, INC.,)

12 Defendant)

13 REPORTER'S CERTIFICATION

14 ORAL DEPOSITION OF HERSCHEL WALKER

15 JANUARY 18, 2019

16 I, Kathryn R. Baker, RPR, a Certified Shorthand

17 Reporter in and for the State of Texas, hereby certify to

18 the following:

19 That the witness, HERSCHEL WALKER, was duly

20 sworn by the officer and that the transcript of the oral

21 deposition is a true record of the testimony given by the

22 witness;

23 That the deposition transcript was submitted on

24 the ____ day of January, 2019 to the witness or to the

25 attorney for the witness for examination, signature and

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1 return to me by the ____ day of February, 2019;

2 That pursuant to information given to the

3 deposition officer at the time said testimony was taken,

4 the following includes all counsel for parties of record:

5 Mr. Keri Donald Simms, Attorney for the

6 PLAINTIFFS

7 Mr. Michael J. King, Attorney for the

8 DEFENDANTS, H. WALKER ENTERPRISES, LLC, AND RENAISSANCE

9 MAN FOOD SERVICES, AND THE WITNESS

10 Mr. Talley R. Parker and Mr. Ethan Davis,

11 ATTORNEYS FOR THE DEFENDANT, SIMMONS PREPARED FOODS, INC.

12 I further certify that I am neither counsel for,

13 related to, nor employed by any of the parties or

14 attorneys in the action in which this proceeding was

15 taken, and further that I am not financially or otherwise

16 interested in the outcome of the action.


17 That \$ _____ is the deposition officer's

18 charges to the Plaintiffs for preparing the original

19 deposition transcript and any copies of exhibits;

20 Certified to by me this ____ day of January,

21 2019.

22 
KATHRYN R. BAKER, RPR, CSR #6955

23 Expiration Date: 04/30/2021

24 Veritext Legal Solutions

25 Firm Registration No. 571

300 Throckmorton Street, Suite 1600

Fort Worth, Texas 76102

817-336-3042

<p style="text-align: right;">Page 290</p> <p>1 1 To: Herschel Walker</p> <p>2 2 Re: Signature of Deponent Herschel Walker</p> <p>3 3 Date Errata due back at our offices: 02/28/2019</p> <p>4 4</p> <p>5 5 Greetings:</p> <p>6 6 This deposition has been requested for read and sign by the deponent. It is the deponent's responsibility to</p> <p>7 7 review the transcript, noting any changes or corrections on the attached PDF Errata. The deponent may fill</p> <p>8 8 out the Errata electronically or print and fill out manually.</p> <p>9 9</p> <p>10 10 Once the Errata is signed by the deponent and notarized, please mail it to the offices of Veritext (below).</p> <p>11 11</p> <p>12 12 When the signed Errata is returned to us, we will seal and forward to the taking attorney to file with the</p> <p>13 13 original transcript. We will also send copies of the Errata to all ordering parties.</p> <p>14 14</p> <p>15 15 If the signed Errata is not returned within the time above, the original transcript may be filed with the</p> <p>16 16 court without the signature of the deponent.</p> <p>17 17</p> <p>18 18 Please Email the completed errata/witness cert page to readandsign@veritext.com</p> <p>19 19 or mail to</p> <p>20 20 Veritext Production Facility</p> <p>21 21 2031 Shady Crest Drive</p> <p>22 22</p> <p>23 22 Hoover, AL 35216</p> <p>24 24</p> <p>25 23 205-397-2397</p>	<p style="text-align: right;">Page 292</p> <p>1 2 _____</p> <p>2 3 Reason for change _____</p> <p>3 4 Page _____ Line _____ Change _____</p> <p>4 5 _____</p> <p>5 6 Reason for change _____</p> <p>6 7 Page _____ Line _____ Change _____</p> <p>7 8 _____</p> <p>8 9 Reason for change _____</p> <p>9 10 Page _____ Line _____ Change _____</p> <p>10 11 _____</p> <p>11 12 Reason for change _____</p> <p>12 13 Page _____ Line _____ Change _____</p> <p>13 14 _____</p> <p>14 15 Reason for change _____</p> <p>15 16 _____</p> <p>16 17 _____</p> <p>17 18 _____</p> <p style="text-align: center;">DEPONENT'S SIGNATURE</p> <p>18 19</p> <p style="text-align: center;">Sworn to and subscribed before me this ____ day of</p> <p>19 20</p> <p>20 _____, _____.</p> <p>21 21</p> <p>22 22</p> <p>23 22 _____</p> <p>24 24</p> <p>25 23 NOTARY PUBLIC / My Commission Expires: _____</p>
<p style="text-align: right;">Page 291</p> <p>1 1 ERRATA for ASSIGNMENT #3186282</p> <p>2 2 I, the undersigned, do hereby certify that I have read the transcript of my testimony, and that</p> <p>3 3</p> <p>4 4 ____ There are no changes noted.</p> <p>5 5 ____ The following changes are noted:</p> <p>6 6</p> <p style="padding-left: 40px;">Pursuant to Rule 30(7)(e) of the Federal Rules of Civil</p> <p>7 7 Procedure and/or OCGA 9-11-30(e), any changes in form or substance which you desire to make to your testimony shall</p> <p>8 8 be entered upon the deposition with a statement of the reasons given for making them. To assist you in making any</p> <p>9 9 such corrections, please use the form below. If additional pages are necessary, please furnish same and attach.</p> <p>10 10</p> <p>11 11 Page _____ Line _____ Change _____</p> <p>12 12 _____</p> <p>13 13 Reason for change _____</p> <p>14 14 Page _____ Line _____ Change _____</p> <p>15 15 _____</p> <p>16 16 Reason for change _____</p> <p>17 17 Page _____ Line _____ Change _____</p> <p>18 18 _____</p> <p>19 19 Reason for change _____</p> <p>20 20 Page _____ Line _____ Change _____</p> <p>21 21 _____</p> <p>22 22 Reason for change _____</p> <p>23 23 Page _____ Line _____ Change _____</p> <p>24 24</p> <p>25 1 Page _____ Line _____ Change _____</p>	

VERITEXT LEGAL SOLUTIONS
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Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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